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1 BEFORE THE WASHINGTON UTILITIES AND
2 TRANSPORTATION COMMISSION
3 In the Matter of the)
4 Investigation into)
5 U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003022
6 Compliance with Section 271 of) Volume XV
7 the Telecommunications Act of) Pages 1751 to 1941
8 1996)
9 -----)
10 In the Matter of)
11 U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003040
12 Volume XV
13 Pages 1751 to 1941
14 Statement of Generally)
15 Available Terms Pursuant to)
16 Section 252(f) of the)
17 Telecommunications Act of 1996)
18 _____
19)
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13 A workshop in the above matters was held on
14 November 28, 2000, at 9:40 a.m., at 1600 Seventh Avenue,
15 Suite 1812, Seattle, Washington, before Administrative
16 Law Judge ANN RENDAHL.

17 The parties were present as follows:
18 COVAD COMMUNICATIONS COMPANY and METRONET, by
19 BROOKS E. HARLOW, Attorney at Law, 601 Union Street,
20 Suite 4400, Seattle, Washington 98101.

21 THE WASHINGTON UTILITIES AND TRANSPORTATION
22 COMMISSION, by PAULA STRAIN and TOM WILSON, 1400 South
23 Evergreen Park Drive Southwest, Post Office Box 40128,
24 Olympia, Washington, 98504-0128.

25 QWEST CORPORATION, by LISA ANDERL and MARK
REYNOLDS, Attorneys at Law, 1600 Seventh Avenue, Suite
3206, Seattle, Washington 98191.

Joan E. Kinn, CCR, RPR
Court Reporter

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1 QWEST CORPORATION, by BENJAMIN CAMPBELL, 1801
California Street, Denver, Colorado 80202.

2

3 QWEST CORPORATION, by ROBERT CATTANACH,
Attorney at Law, Dorson Whitney, 220 South Sixth Street,
Minneapolis, Minnesota 55402.

4

5 ELECTRIC LIGHTWAVE INC.; ADVANCED TELECOM
GROUP, INC.; and EXCEL WASHINGTON, INC.; by GREGORY J.
KOPTA, Attorney at Law, Davis, Wright, Tremaine, LLP,
6 1501 Fourth Avenue, Suite 2600, Seattle, Washington
98101.

7

8 WORLDCOM, INC., by ANN HOPFENBECK, Attorney
at Law, 707 - 17th Street, Suite 3600, Denver, Colorado
80202.

9

10 SPRINT CORPORATION, by BARBARA YOUNG,
Attorney at Law, 902 Wasco Street, Hood River, Oregon
97031.

11

12 AT&T, by MITCH MENEZES, Attorney at Law, 1875
Lawrence Street, 15th Floor, Denver, Colorado 80202.

13 AT&T, by LETTY FRIESEN, Attorney at Law, 1875
Broadway, Suite 1500, Denver, Colorado 80202.

14

15 RHYTHMS LINKS, INC., by DOUG HSIAO, Attorney
at Law, 9100 East Mineral Circle, Englewood, Colorado
80112.

16

17 MCLEOD USA TELECOMMUNICATIONS SERVICES INC.,
by MARIANNE HOLIFIELD, Attorney at Law, 10021 - 41st
Avenue Northeast, Seattle, Washington 98125.

18

ALSO PRESENT:

19

20 MARGARET BUMGARNER
KAYLENE ANDERSON
21 GLEN WALKER
KENNETH WILSON

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1 P R O C E E D I N G S

2 JUDGE RENDAHL: We're here in Docket Numbers
3 UT-003022 and UT-003040, U.S. West Communication
4 Incorporated, now Qwest's, compliance with Section 271
5 of the Telecommunications Act of 1996 and Qwest's
6 Statement of Generally Available Terms Pursuant to
7 Section 252(f) of the Telecommunications Act of 1996.
8 We are here for additional workshop dates in Qwest
9 Communication's offices on November 28 beginning at it's
10 now 9:40, and my name is Ann Rendahl. I'm the
11 Administrative Law Judge in this proceeding.

12 And while we were off the record before we
13 got started, we discussed the exhibit list. There's an
14 updated exhibit list that includes the exhibits that
15 were marked and admitted in our workshop sessions the
16 week of November 6. And in addition to that, Mr. Harlow
17 has explained that he will be filing his initial brief
18 in the discovery dispute over resale issues and the --

19 MR. HARLOW: Excuse me, Judge.

20 JUDGE RENDAHL: Mr. Harlow.

21 MR. HARLOW: It's not a discovery dispute.
22 We resolved that by stipulation.

23 JUDGE RENDAHL: That's correct.

24 MR. HARLOW: We're now moving to admit the
25 documents that were subject to that dispute.

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1 JUDGE RENDAHL: Thank you. So the dispute
2 over admissibility of certain documents concerning
3 resale, and we have reserved numbers 475 through 490 at
4 this time, and Mr. Harlow will provide everyone with a
5 copy of what documents are assigned to what numbers.

6 We also had a discussion about Qwest's
7 compliance filing modifying Qwest's SGAT, which was
8 filed on November 21st. And I have asked the parties to
9 discuss that at the break, how Qwest wishes to handle it
10 in this proceeding and how other parties wish to address
11 it in this proceeding.

12 So we're ready to go forward with discussion
13 of collocation issues. Ms. Bumgarner, I understand you
14 have some discussion you would like, some explanation of
15 the SGAT and modifications that have been made.

16 MS. BUMGARNER: Right.

17 JUDGE RENDAHL: You will have to speak up for
18 the court reporter though.

19 MS. BUMGARNER: Thank you. Intend to go
20 through the SGAT, the exhibit that was attached to my
21 rebuttal testimony. My number was MSB-34 on the exhibit
22 list. It's number 295, and I do have a few extra copies
23 that I made if somebody needs a copy of it.

24 I have also prepared handouts as exhibits for
25 revisions to the SGAT. Some of these reflect agreements

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1 reached in the Oregon workshop. Some of these are based
2 on the recent Washington order on collocation in Docket
3 UT-990582, and that was adopted October 25th of 2000.

4 Also reflected in this document are FCC order
5 changes and then discussions that took place in the
6 previous workshop. There are a few changes made based
7 on those. So as we go through, I will hand out exhibits
8 for the various sections.

9 As I did in the previous workshop, if we have
10 agreement on a particular section, even though there may
11 be red lined changes showing -- if agreement has been
12 reached in previous states and there were no comments
13 made in Washington, then I will pass by those. You will
14 need to stop me if you want to talk about a particular
15 section if you've got a comment about it.

16 I would like to start this is in Section 4
17 which is under definitions, and it's section 4.49(a). I
18 do have a handout.

19 JUDGE RENDAHL: Let's be off the record while
20 we distribute this.

21 (Discussion off the record.)

22 JUDGE RENDAHL: Ms. Bumgarner has just
23 circulated an exhibit which will be marked as Exhibit
24 316, which is revised SGAT Section 4.49(a).

25 MS. BUMGARNER: The change to this particular

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1 section, we had reached agreement on this language in
2 previous state discussions. The highlighted language
3 that you see was changed based on the Washington order,
4 which indicates telephone service and other services and
5 facilities ordered by CLECs will be provisioned by the
6 RFS date.

7 JUDGE RENDAHL: Any comments on this section,
8 or did you want comments now? Did you want to go
9 through each individual section now?

10 MS. BUMGARNER: Yeah, I would like to go
11 through each individual and close on them.

12 JUDGE RENDAHL: So you're done with your
13 initial discussion?

14 MS. BUMGARNER: Right, if there are any
15 comments.

16 JUDGE RENDAHL: Any comments on this
17 particular section?

18 Ms. Friesen.

19 MS. FRIESEN: AT&T concurs with the change.

20 JUDGE RENDAHL: Any other comments?

21 MR. HARLOW: Covad concurs, we agree.

22 MS. HOLIFIELD: Margaret, is this change
23 going to be made in all the states?

24 MS. BUMGARNER: This particular change will
25 be made in all the states.

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1 JUDGE RENDAHL: Okay. Well, it looks like we
2 have no objections to that section, so why don't we move
3 on.

4 MS. BUMGARNER: The next section that is
5 being distributed is Section 4.50(a).

6 JUDGE RENDAHL: That will be marked as
7 Exhibit 317 and designated as revised SGAT Section
8 4.50(a).

9 MS. BUMGARNER: This section was discussed in
10 a previous Washington workshop. The language was
11 proposed -- there were three sections talking about
12 definitions around the remote premises and remote
13 collocation. The definition was revised. I believe
14 AT&T proposed some new language after we had discussed
15 those three sections. This is very close to the
16 language that was proposed by AT&T.

17 JUDGE RENDAHL: Any comments on this section?

18 MR. WILSON: One moment.

19 JUDGE RENDAHL: Let's be off the record for a
20 moment.

21 (Discussion off the record.)

22 MS. HOPFENBECK: Margaret, why did Qwest feel
23 the need to include the language of housed network
24 facilities if that language of housed network facilities
25 is already included in the definition of premises?

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1 MS. BUMGARNER: And we wanted to make clear
2 that that was part of the definition for premises, all
3 premises including remote.

4 MR. MENEZES: But it seems as though Qwest is
5 trying to qualify the definition of premises by adding
6 that phrase.

7 MS. BUMGARNER: It is qualifying that the
8 only premises that we need to collocate at are those
9 that house network facilities.

10 MR. MENEZES: And that phrase is contained in
11 4.46(a) of the definition of premises.

12 MS. BUMGARNER: Yes.

13 MR. MENEZES: But that definition goes on to
14 say all structures that house Qwest facilities or public
15 rights of way including but not limited to vaults
16 containing concentrators or similar structures and
17 then --

18 JUDGE RENDAHL: Please, can you speak up.
19 It's hard for us to hear over in this corner.

20 MR. MENEZES: And it goes on further. And I
21 guess I'm -- I don't understand why Qwest is not
22 satisfied with this definition of premises.

23 MS. BUMGARNER: I guess --

24 MR. MENEZES: It is the definition from the
25 FCC's rules, is it not?

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1 MS. BUMGARNER: Yes. The 4.46(a) is exactly
2 the FCC's definition. I guess I have to ask what
3 premises or remote premises you would want to be
4 collocating in that would not house network facilities?

5 MR. WILSON: I don't think we're disagreeing
6 that it would house them. I think that is already
7 contained in the definition of premises. Since 4.50(a)
8 is using the capital premises, it should, you know,
9 contain all of the meaning from its definition, and just
10 repeating part of that definition I think is our
11 problem.

12 MR. MENEZES: Right. It seems to me that
13 it's either redundant in one case or may seek to modify
14 the term premises in some way that perhaps is not
15 intended, but it's unnecessary. And when it's an
16 unnecessary addition of language, that's where, you
17 know, we end up fighting later about what it means and
18 why it's there. So in order to avoid that, it would
19 seem clear that we simply rely on the definition of
20 premises and go from there.

21 MR. CATTANACH: If I could ask a question
22 just so we make sure we're communicating. If we isolate
23 just for purposes of discussion the -- bear with me, I
24 can't see which exact clause it is, but all -- and all
25 structures that house incumbent LEC facilities on public

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1 rights of way, including, et cetera. See that one, all
2 structures?

3 MR. MENEZES: Yes.

4 MR. CATTANACH: Is it your understanding that
5 that phrase is also modified by the phrase of housing
6 network facilities?

7 JUDGE RENDAHL: Mr. Cattanach, now you're
8 referring to in what you just read was from Section
9 4.46(a); is that correct?

10 MR. CATTANACH: Actually, what I just read,
11 Your Honor, was from the 47 CFR, but it should be the
12 same as 4.46(a).

13 MR. MENEZES: They seem to be independent
14 clauses.

15 MR. CATTANACH: Well, just to carry on the
16 discussion for a minute, and maybe I'm missing something
17 here, but to the extent that everybody agrees you can't
18 collocate unless there are network facilities there, and
19 maybe that's an understanding that I'm presumptuous in
20 making, but it seems to me that that is a predicate that
21 we have that I assume is true. And if it is true, then
22 we may have a definitional problem, however unintended
23 it may have been, and maybe I'm missing something here.

24 JUDGE RENDAHL: Ms. Hopfenbeck.

25 MS. HOPFENBECK: Well, it occurs to me that

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1 one example of a situation where the definition of
2 premises would help us and where what you have
3 suggested, Mr. Cattanach, may not be correct is in the
4 instance where adjacent remote collocation is necessary
5 and that there is no space available in the facility
6 that houses network facilities and there is a request
7 for collocation in an adjacent area that currently
8 doesn't house network facilities but, of course, would
9 once the collocation was put in place.

10 MR. CATTANACH: I'm sorry, could you say the
11 very last part again? That don't currently house
12 network facilities?

13 MS. HOPFENBECK: Because there's nothing
14 there yet.

15 MR. CATTANACH: There's nothing there, right.
16 But then if I understand your concept, it is once we put
17 something there, by definition it's going to have a
18 network.

19 MS. HOPFENBECK: Probably, yeah. But the
20 other question that I have as I read the definition of
21 premises that the FCC has adopted is, and keeping in
22 mind that, you know, language is generally viewed as all
23 having a meaning separate and distinct, is why the FCC
24 felt it necessary to say on the one hand premises
25 includes those facilities that house network facilities

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1 and then also went on to say that it includes structures
2 that house loop concentrators, you know, vaults that
3 house loop concentrators. It suggests that, you know,
4 loop concentrators are maybe a different animal than
5 network facilities.

6 And I mean it just -- I just don't understand
7 why, if we're all in agreement about the definition of
8 premises and you're using the term premises to define
9 remote premises, why it wouldn't be sufficient to use
10 that term that brings in the entire concept of premises
11 as defined by the FCC.

12 MS. BUMGARNER: Would it -- would it be
13 acceptable to -- if we took that phrase out but we did
14 put in a phrase after premises, all Qwest premises, as
15 defined in 4.46(a)?

16 MR. WILSON: That's exactly what I wrote on
17 my paper here to suggest.

18 MR. MENEZES: That's fine.

19 MR. CATTANACH: And I think we're okay with
20 that just as long as we're all on the same page that
21 other than the situation where Ms. Hopfenbeck has
22 described about it doesn't have a network there but
23 going to, everybody understands that to get collocation
24 you've got to have some network elements there.

25 MS. FRIESEN: Well, I don't think that's an

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1 accurate statement to your own point. If you look at
2 Qwest's or the rule itself, it reads, all structures
3 that house incumbent LEC facilities on public rights of
4 way. Mr. Cattnach, your conclusion is that the
5 statement incumbent LEC facilities on public rights of
6 way necessarily means network facilities. I don't think
7 the FCC qualified in that regard, and therefore I think
8 we should stick to what the FCC suggested rather than
9 trying to guess what future situations might bring.

10 MR. CATTANACH: Well, the only problem I have
11 with that is this. If there's going to be a request to
12 collocate at some place in this definition as a Qwest
13 structure on a public right of way that has no network
14 facilities in it, I mean I guess we -- that's a problem
15 we're going to have, because we can't collocate. So how
16 do you deal with that issue. That's my only question.

17 MS. FRIESEN: I think your assumption that
18 you can't collocate it in a facility or a space that
19 houses LEC facilities is maybe premature and overly
20 broad. And I'm not willing at this stage to foreclose
21 or limit what the FCC has said the options are to be by
22 an agreement on this record that it only means network
23 facilities.

24 MR. MENEZES: If I could just add to that, I
25 think what you're asking us to do is interpret in ways

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1 this definition, the FCC's definition, interpret it in
2 ways that the FCC perhaps has not fully interpreted it.
3 There may be decisions out of the FCC or out of courts
4 on this question, and I think as a matter of Qwest's
5 legal obligation, if we rely on the definition of
6 premises as defined by the FCC, CLECs and Qwest have to
7 abide by that definition as it stands, this text here,
8 and as it's interpreted in courts and by the FCC going
9 forward. I think that's exactly what AT&T intends. I
10 can't speak for the other CLECs.

11 MR. CATTANACH: Just to make sure I'm
12 understanding you, maybe I'm not so give me a minute
13 here, but if the position is we -- we reserve the right
14 to make you have collocate using our equipment at
15 premises that have currently no network facilities in
16 other than the new construction scenario, that's the
17 place where I have pause. Now you're saying we reserve
18 the right to make you do that even though we can't think
19 of any examples of how that's to be done and why it
20 should be done. You know, I guess we have more things
21 to do than fight about hypothetical problems, but I am
22 concerned about that issue. That's all.

23 MS. FRIESEN: I think more accurately stated,
24 we reserve the right to ask for your full compliance
25 with the FCC's definition of premises.

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1 JUDGE RENDAHL: I guess let me step in here.
2 I heard a proposal to, in exhibit what's been marked as
3 Exhibit 317, to change the definition to remote premises
4 means all Qwest premises as defined in 4.46(a) and
5 delete everything to the period. Does that also include
6 the second sentence or just that end of the first
7 sentence?

8 MS. FRIESEN: I think if I understood
9 Ms. Bumgarner's suggestion, it was that the definition
10 should read as follows:

11 Remote premises means all Qwest
12 premises, as defined in Section 4.49(a)
13 or 46(a), other than --
14 And then begin again, but not to delete the
15 rest of the --

16 JUDGE RENDAHL: Other than?

17 MS. FRIESEN: Other than Qwest wire centers
18 or adjacent to Qwest wire centers and so forth.

19 JUDGE RENDAHL: So just remove the words that
20 house network facilities?

21 MS. FRIESEN: Right.

22 JUDGE RENDAHL: Okay, thank you.

23 Now before we go further, then I understand
24 that there is a question and concern on Qwest's part
25 over the definition of 4.46(a) and what parties

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1 interpret that to mean, and in particular the meaning of
2 facilities. And I understand Qwest to interpret the
3 word facilities as meaning network facilities, and other
4 parties not to narrow the definition of facilities that
5 closely.

6 Is that a correct understanding of where we
7 are at this point, Ms. Bumgarner or Mr. Cattanach?

8 MR. CATTANACH: Yes, Your Honor, I think it
9 is.

10 JUDGE RENDAHL: Okay, and so it appears that
11 does there need to be further discussion off line on the
12 issue of what facilities mean, or is there clearly an
13 impasse based on other cases and litigation going on
14 outside of this context?

15 MS. BUMGARNER: I would disagree that it is
16 not network facilities. I'm looking at the first report
17 and order under FCC Docket 9698 where they actually came
18 up with this definition. It's paragraph 573, and it's
19 the FCC's discussion. It's their section where they
20 address the meaning of the term premises.

21 And under that particular paragraph, they
22 talk about that the Act does not address the definition
23 of premises, nor is the term discussed in legislative
24 history, so they looked to general uses of the term
25 premises. They go on to talk about, a broad definition

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1 will allow collocation at points other than those
2 specified for collocation under the existing expanded
3 interconnection requirements. They find that the result
4 is appropriate because the purposes of physical and
5 virtual collocation under Section 251 are broader than
6 those established in the expanded interconnection
7 proceeding.

8 They therefore interpret the term premises
9 broadly to include LEC central offices serving wire
10 centers and tandem offices as well as all buildings or
11 similar structures owned or leased by the incumbent LEC
12 that house LEC network facilities.

13 We also treat as incumbent LEC premises
14 any structures that house LEC network
15 facilities on public rights of way such
16 as vaults containing loop concentrators
17 or similar structures.

18 I can't speak to why the rule is written the
19 way that it is, but at least in their discussion now
20 that I think that the FCC is clearly indicating that in
21 their use of the term facilities, they're talking about
22 network facilities. So we would disagree that this
23 would include any other type of building that we may
24 have that doesn't include network facilities, if there
25 is such a structure out there that's on a public right

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1 of way.

2 JUDGE RENDAHL: Is the term facilities
3 defined in the SGAT?

4 MS. BUMGARNER: I don't think so.

5 MR. WILSON: I guess we're a little puzzled
6 really why we're having this discussion. We would be
7 perfectly content to leave the definition of premises
8 with the FCC language as we have it and not go into an
9 interpretive discussion here. It seems to us that Qwest
10 is trying to get us to make a statement on the record
11 interpreting what the FCC says and in some way limiting
12 our future rights. We don't think that this is the time
13 or place to necessarily do that.

14 JUDGE RENDAHL: So you would accept the
15 proposal made by Qwest but reserve your right to dispute
16 the meaning of facilities and whether that is limited to
17 network facilities or includes other facilities?

18 MR. WILSON: Yes, I think the whole question
19 of what the FCC meant by premises, you know, may be a
20 disputed issue at some time in the future, but I don't
21 think we want to do that now. If we did this on every
22 issue, we could all rent houses here.

23 JUDGE RENDAHL: Well, I think what we could
24 say is that there is partial agreement on Exhibit 317 on
25 the wording in 4.50(a), partial agreement in that you

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1 agree to the language, but not necessarily to the
2 interpretation of the term facilities. Is that a
3 correct statement?

4 MR. WILSON: Yeah, I don't think AT&T needs
5 to dispute the language as we don't -- we aren't
6 intending to dispute the language as it's changed.

7 JUDGE RENDAHL: Ms. Friesen.

8 MS. FRIESEN: We don't intend to dispute the
9 FCC's current definition of premises. We think that the
10 FCC probably said what it meant, that the rule or the
11 order cited by Ms. Bumgarner predates the current
12 definition of premises. We are willing to stick with
13 the definition of premises and reserve our right to
14 challenge Qwest's interpretation of that should they
15 suggest that facilities means only network facilities.

16 JUDGE RENDAHL: Ms. Hopfenbeck.

17 MS. HOPFENBECK: WorldCom's view is that it
18 doesn't -- I quite agree with AT&T that it's not clear
19 to me why we would have any need at this point in this
20 proceeding to even suggest that we've got an issue here.

21 JUDGE RENDAHL: Okay.

22 MS. HOPFENBECK: That we have agreement on
23 the FCC's definition of premises. We have, I think it
24 sounds like we have agreement that so long as the
25 definition of remote premises refers to that definition,

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1 then remote premises, the proposal that's reflected on
2 Exhibit 317, is not at issue. And I think it would --
3 it's really speculative at this point to even think that
4 we're going to have the issue that Mr. Cattanach has
5 come up with. I mean it will only come up in a
6 particular instance where there's a particular request
7 for collocation that sort of crystallizes the issue, and
8 that may or may not ever happen.

9 JUDGE RENDAHL: Okay, so --

10 MS. HOPFENBECK: But whatever meaning the
11 FCC, I mean whatever the appropriate interpretation is
12 of that FCC definition of premises will be gleaned from
13 the FCC's discussion of that definition in all of its
14 orders, and that will come up if it ever comes into
15 dispute, but I doubt it ever will.

16 JUDGE RENDAHL: Then I will just say we're in
17 agreement unless, Mr. Cattanach, you have an issue.

18 MR. CATTANACH: That's fine.

19 JUDGE RENDAHL: Okay, let's move on to the
20 next SGAT section.

21 MS. BUMGARNER: The next section that I have
22 is section 8.1.1. And in the previous workshop, we did
23 have an exhibit, it was Exhibit 313, and that reflected
24 a change that had been agreed to in Oregon. If anyone
25 is missing a copy, I do have extra copies.

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1 MS. FRIESEN: Could I have a copy, Margaret.

2 JUDGE RENDAHL: Let's be off the record.

3 (Discussion off the record.)

4 JUDGE RENDAHL: So we're circulating
5 additional copies of what was marked and admitted as
6 Exhibit 313, which is a revision to SGAT Section 8.1.1,
7 Ms. Bumgarner?

8 MS. BUMGARNER: Yes.

9 JUDGE RENDAHL: And you're simply seeking
10 whether parties are in agreement at this point or have
11 any comments?

12 MS. BUMGARNER: There was -- this was left
13 open at the previous Washington workshop. There was a
14 question by AT&T when we were talking about this
15 section. There was no suggested change based on the
16 question, but the question was about the definition of
17 equipment, and I think it was in terms of cross connect
18 equipment. And I have found that there is a definition
19 of equipment for collocation. It's defined in the FCC's
20 rules. It's 47 CFR 51.323(1) and (2), and in
21 particular --

22 JUDGE RENDAHL: Could you repeat that,
23 please?

24 MS. BUMGARNER: 51.323(1) and (2), and in
25 that, it does include passive cross connect equipment.

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1 I believe that was the basis of the question was whether
2 or not cross connect equipment was considered
3 collocation equipment.

4 JUDGE RENDAHL: Mr. Wilson.

5 MR. WILSON: I have a question for
6 Ms. Bumgarner. As I was reading some of the new FCC or
7 responses to some of the new FCC orders, I had a
8 question as to whether or not Qwest will permit the
9 collocation of equipment for monitoring and surveillance
10 of CLEC equipment.

11 MS. BUMGARNER: Monitoring and surveillance.

12 MR. WILSON: So remote monitoring and
13 surveillance equipment. Apparently this is an issue in
14 some other regions, and I couldn't remember whether we
15 had discussed it or asked about it.

16 MS. BUMGARNER: We include, let me see if I
17 can find the section, I thought that we had included
18 some language like that.

19 MR. WILSON: I think there was --

20 MR. HSIAO: I believe it's in 8.2.1.2.2 where
21 you discussed collocation of ATM.

22 MS. BUMGARNER: Right, oh, I think you're
23 right.

24 JUDGE RENDAHL: Could you repeat that
25 section, Mr. Hsiao.

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1 MR. HSIAO: Sure, 8.2.1.2.2, and it discusses
2 equipment that's used predominantly to support DSLAMs
3 and ATM's, such as testing and network management.

4 MS. BUMGARNER: Right, that's where I
5 remembered it, that it was included. Are you suggesting
6 that it should be included for -- where do you think
7 that should be included I guess is my question, the
8 section that it should be included in?

9 MR. WILSON: Well, I guess my question was
10 would Qwest agree that a CLEC could collocate equipment
11 for remote alarming, monitoring, and surveillance in
12 general. The place where we specifically added language
13 was to the ATM impacted switching equipment, and I guess
14 my interest is whether or not Qwest feels that we are
15 precluded somehow from collocating remote monitoring and
16 surveillance and alarming equipment in general. And
17 this equipment would be used or could be used for
18 monitoring, surveillance, and alarming of say
19 transmission equipment or any other equipment that was
20 collocated by the CLEC.

21 MR. CATTANACH: Could I ask a quick question,
22 Your Honor.

23 I'm sorry, Mr. Wilson, at the beginning of
24 your question, I don't recall if I heard you correctly,
25 but did you indicate that this had come up in some other

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1 context?

2 MR. WILSON: Well, I saw a reference to this
3 in an AT&T brief to the FCC on what should be allowed
4 for collocation. It's -- I didn't have all the
5 background, but it seemed that some ILEC somewhere was
6 refusing to allow that type of equipment to be
7 collocated. And since we hadn't discussed it, that's
8 why I wanted to ask. It wouldn't seem to me to be under
9 the preclusion of switching equipment, which we have an
10 issue, but I don't know.

11 MS. BUMGARNER: I don't believe that we have
12 a problem including alarming and monitoring type
13 equipment and surveillance type of equipment. My
14 question would be does it really go in the description
15 part, or should it be included in something that's under
16 the terms and conditions for all collocation?

17 MR. WILSON: I'm not sure.

18 MS. FRIESEN: I think it depends on what the
19 FCC's definition of equipment is that you guys have
20 cited. Do you have that handy, per chance?

21 MS. BUMGARNER: Yeah, I just --

22 MR. CATTANACH: It was 51.323(1). Just
23 reading it quickly, it doesn't suggest to me that it
24 would be necessarily encompassed. But also reading
25 quickly 8.1.1 as it's written, there is the statement of

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1 "ancillary services". I confess I'm not sure what that
2 was intended to encompass. My sense is, very briefly
3 just continuing the dialogue for a second, there's not a
4 -- there's not a great deal of opposition to that
5 motion. I assume that what we're talking about is the
6 monitoring of your equipment, not other things. I
7 guess, you know, brief huddle here suggests we don't see
8 a problem with it.

9 So the question is, do you think you need
10 something different in the SGAT, or do you think it is
11 sufficiently broad in spots that allow you to do that?
12 If we have it on the record here, we don't see a
13 problem. Maybe that will be enough.

14 MR. WILSON: In answer to your question, yes,
15 our statement was that we would like to be able to
16 collocate equipment for surveillance, monitoring, and
17 alarming of our collocate equipment, nothing else. And
18 we, I think, if we simply have the statement on the
19 record, which I believe you already attested to, that
20 that would not be precluded, that we don't need
21 additional language per se.

22 MR. MENEZES: Can I just ask under the rule
23 that you cited, 47 CFR 51.323, the subparagraphs to that
24 are alphabetical, not numerical, so could the paragraph
25 you're citing be (b)(1) and (2)?

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1 MR. CATTANACH: You're right.
2 MS. BUMGARNER: Sorry.
3 MR. MENEZES: Just for the record, I wanted
4 to be clear.
5 JUDGE RENDAHL: So the correct reference is
6 CFR Section 51.323 (b)(1) and (2)?
7 MS. BUMGARNER: Right.
8 JUDGE RENDAHL: Okay, thank you for
9 clarifying that.
10 So there is agreement on the wording in
11 Exhibit 313 Section 8.1.1?
12 Ms. Hopfenbeck.
13 MS. HOPFENBECK: With respect to that
14 discussion, it sounds to me like there is. But I have a
15 note from the last workshop that Qwest had a takeback on
16 8.1.1. Essentially what I, if I can reinterpret my
17 cryptic notes, what I believe the takeback was was that
18 Qwest was going to consider whether the last sentence
19 could be modified slightly to read, rather that --
20 rather than saying there are eight types of collocation
21 available, Qwest was going to consider a change that
22 would state collocation includes but is not limited to
23 and then a list of the types of collocation.
24 MS. BUMGARNER: And I don't list that as a
25 takeback. I had that that we had disagreed with that

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1 change.

2 JUDGE RENDAHL: I guess I also have it as a
3 takeback. So at this point, it's a Qwest disagreement?

4 MS. BUMGARNER: Right, we would not agree to
5 include that. We have listed all of the standard
6 offerings that we have for collocation. If there are
7 any other forms of collocation that a company was
8 interested in, they could submit a bona fide request,
9 and that's always available if there's something that we
10 don't have in our standard offering. But we believe
11 that what we have included here meets the FCC's
12 requirements and that we don't need to add in that
13 additional phrase.

14 MS. FRIESEN: Margaret, may I just inquire
15 why would include but not limited to necessarily
16 undermine your BFR argument? It would seem to me to
17 suggest that BFR is available on types of collocation
18 other than the eight listed here. I guess I'm not
19 understanding why Qwest is disagreeing.

20 MS. BUMGARNER: Well, I guess I would have to
21 ask what that adds to it. I mean bona fide requests are
22 available for any of the sections that we have, and I
23 don't know that we need to restate that. I don't see
24 that it adds any value to this.

25 MS. FRIESEN: I think the express language

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1 here is that there are eight types and eight types
2 alone. When you add including but not limited to, that
3 suggests that there may be other types. Certainly you
4 can get to those other types through a BFR process or
5 some other process. But the way it's written now
6 doesn't suggest that there are any other options.

7 MS. BUMGARNER: It just says there are eight
8 types of collocation available pursuant to this
9 agreement, and if there is another form of collocation
10 that a company wants to request, they can submit a bona
11 fide request. But I don't see that it really adds
12 anything to say or any other.

13 MS. HOPFENBECK: But I think this language
14 actually, as Ms. Friesen has stated, would preclude or
15 could be interpreted to preclude a bona fide request for
16 any type of collocation other than those that are
17 enumerated here.

18 MR. WILSON: And we thought this also might
19 be prudent given that over the past two years, we have
20 been counting up from four, and some of the strike out
21 SGATs actually had five struck out, six struck out,
22 seven struck out, now eight. It seems that we're adding
23 about one every six months.

24 JUDGE RENDAHL: Mr. Cattanach.

25 MR. CATTANACH: I think it's fair to say that

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1 it is not our intent by this language to preclude the
2 BFR process. I can understand that you could read it
3 and say, well, maybe we're trying to limit it, so we
4 ought to be able to get beyond that issue to a language
5 change. And I mean I think you could also say that
6 given the fact that there has to be a BFR process, I
7 mean it's a given, you couldn't preclude that anyway.
8 All that being said, maybe we need just a little bit of
9 time to come back and think about one more clause or
10 something.

11 MS. BUMGARNER: Couldn't we do it now. I
12 would like to close this.

13 MR. CATTANACH: All right.

14 JUDGE RENDAHL: Let's be off the record for a
15 moment.

16 (Recess taken.)

17 JUDGE RENDAHL: While we were off the record,
18 the parties, Mr. Cattanach, and Ms. Friesen, brought to
19 my attention that they have agreed on a briefing
20 schedule on Qwest's compliance filling modifying the
21 SGAT to adopt collocation provisioning intervals.

22 Mr. Cattanach, why don't you start, and,
23 Ms. Friesen, you can jump in. And then my question to
24 both of you off the record was, for what purpose are we
25 briefing, and what are you requesting me or the

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1 Commission to do with the briefing that you are
2 submitting?

3 MR. CATTANACH: I will take a swing at that,
4 Your Honor. My understanding is that AT&T is prepared
5 to file its brief in reply on December 12th, and we
6 would file any -- or their written response. We would
7 file any reply on the 22nd. The significance of the
8 filing, I think, is a little bit yet to be determined.

9 As we mentioned off the record, we were
10 required under the FCC order to file an amendment to the
11 SGAT reflecting the interval issue, and we believe that
12 we have also attempted to reflect where the Washington
13 Commission has gone. But AT&T will, of course, and any
14 other interveners I guess, will have the opportunity to
15 comment on that filing, and it may or may not be that we
16 have issues relating to collocation intervals that are
17 in agreement or at impasse or still under discussion at
18 the end of that round of briefing for purposes of these
19 proceedings. To the extent that it has any significance
20 beyond these proceedings, and I quite frankly haven't
21 figured out what it would be, but it might.

22 JUDGE RENDAHL: Ms. Friesen.

23 MS. FRIESEN: It's AT&T's concern that Qwest
24 has made some representations in here about what AT&T
25 said about construction of facilities, among other

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1 things, and we need to set the record straight at a
2 minimum on that.

3 The other sort of confusion that we have on
4 this filing is that while Qwest says it's not going to
5 seek certain things at this time, it then goes on to
6 explain what it wants. And so we feel in that regard
7 compelled again to respond to what it's laying out that
8 it wants and whether or not that's appropriate.

9 I'm not sure when they intend to seek it. I
10 have heard in other jurisdictions from Mr. Steese that
11 he intends to seek certain collocation requirements that
12 are in the SGAT and indicated in here during these
13 workshops. So I guess we're kind of confused as to what
14 Qwest is doing with this.

15 But what we would recommend is that we at
16 least have an opportunity to respond to the compliance
17 filing, let them reply, and then we can see where the
18 dust falls after that and see what Qwest's next steps
19 are in relation to this interim filing. Because it is
20 an interim waiver by the FCC, I'm not sure that it will
21 require much additional work with respect to the interim
22 ruling, but rather it's these things that Qwest tells us
23 it's going to do or its forewarnings in that pleading
24 that we think need to be resolved at some point.

25 JUDGE RENDAHL: And presumably this briefing

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1 schedule would allow the parties to have a better
2 understanding of each other's positions before the
3 January workshop; is that correct?

4 MS. FRIESEN: That's correct.

5 JUDGE RENDAHL: And that once we get to the
6 January workshop, we can identify whether there are
7 impasse issues or not.

8 MS. FRIESEN: And hopefully assess where
9 Qwest is on what their future intent is with respect to
10 seeking additional time for collocation.

11 JUDGE RENDAHL: Are other parties interested
12 in filing responsive briefing as well or just AT&T?

13 Ms. Hopfenbeck.

14 MS. HOPFENBECK: WorldCom may.

15 JUDGE RENDAHL: Okay.

16 MS. HOPFENBECK: I don't -- I can't tell you
17 for sure, but it's probably likely that we would file
18 something.

19 JUDGE RENDAHL: And the 12th is an acceptable
20 date?

21 MS. HOPFENBECK: Yes.

22 JUDGE RENDAHL: Okay.

23 Mr. Hsiao.

24 MR. HSIAO: Yes, Rhythms would also consider
25 filing something, but the 12th is a good date for us.

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1 JUDGE RENDAHL: Mr. Kopta.

2 MR. KOPTA: We're in the same position. If
3 we do it on the 12th would be fine.

4 JUDGE RENDAHL: Okay. Well, then that will
5 be the briefing schedule. AT&T and any other party will
6 file its responsive brief on December 12th, and U.S.
7 West may file a reply brief on December 22nd, and we
8 will take this up again in January if need be.

9 MR. HARLOW: Just for clarification, I assume
10 if we don't file on the 12th specific to this filing, we
11 will still be able to address provisioning interval
12 issues in the regular briefing schedule that's to occur
13 after the workshop is concluded.

14 JUDGE RENDAHL: I think that's correct,
15 because I'm assuming provisioning intervals will come
16 up, if not today or tomorrow, also in January. And to
17 the extent that they are an impasse item, yes, there
18 will be briefing. I'm assuming if an issue is not an
19 issue, is in agreement, there's no need for briefing.

20 Okay, and before we -- is there anything
21 further on this particular issue before we move on?

22 Hearing nothing, also before the break I had
23 asked the parties to -- there was some discussion about
24 Section 8.1.1 and possible wordsmithing. Was that a
25 successful effort?

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1 MS. BUMGARNER: Yes. In the sentence, in the
2 last sentence in that particular section --

3 JUDGE RENDAHL: And we're talking on Exhibit
4 313?

5 MS. BUMGARNER: Yes, 313, we have -- there
6 are eight, and then following that we have added the
7 words, standard types of collocation, and then we have
8 added a sentence to the end of that section that says,
9 in addition, other types of collocation may be requested
10 through the BFR process.

11 JUDGE RENDAHL: Any comments on that?

12 MR. WILSON: A couple of questions. If Qwest
13 comes up with a new, on its own, with a new type of
14 collocation that becomes a product, would the CLECs have
15 to amend all of their contracts to take advantage of
16 that new type?

17 MR. CATTANACH: If I could respond, haven't
18 thought about that. Is it the assumption that that
19 would be part of the SGAT then, reflected in part of the
20 SGAT? Because obviously there's a choose.

21 MR. WILSON: Well, I guess our problem is, we
22 addressed this at other points, that Qwest changes the
23 -- kind of changes the landscape by adding new products
24 and then requires the CLECs to amend their contracts to
25 include this new product, maintaining that the current

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1 contract does not cover this new product. I think
2 that's one of our concerns here, that the language as it
3 is here, as it currently reads in this SGAT, limits to
4 eight types that are stated here. Adding that you can
5 add an additional type through BFR maybe covers one
6 situation where the CLEC has something they want to do,
7 but it doesn't cover new products that Qwest may decide
8 to offer.

9 MS. ANDERL: This is Lisa Anderl on behalf of
10 Qwest. I think what you're identifying, Mr. Wilson, is
11 it may be a much bigger issue, not just in connection
12 with collocation, and I think you're right. When
13 products are added or offerings are changed, if the CLEC
14 wishes to avail themselves of the new products or
15 offerings, that must be reflected in the interconnection
16 agreement between the parties, and so I think an
17 amendment would be necessary. There is no sort of
18 automatic amendment feature built into the SGAT that
19 updates the contract between the parties. I don't think
20 that the CLEC would want Qwest to be able to
21 unilaterally amend the contract.

22 And so just as Qwest has proposed amendments
23 to contracts to reflect new UNEs when new UNEs are
24 ordered, I think that's what would happen is the parties
25 would somehow have to incorporate a new offering into

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1 the agreement between them. Now Qwest might update its
2 SGAT, and the parties may then opt into or select new
3 provisions out of the updated SGAT, but I don't -- I
4 don't see the issue that you're identifying as a
5 problem. I just see it as a reality of the contracting
6 process.

7 MR. WILSON: Well, my issue is as an
8 engineer, I would say that any collocation situation
9 that I need to get would be covered by these eight
10 types. The problem that we have with an engineering
11 view is, and we have had this in other situations, is
12 that we will come up with what seems to us to be simply
13 part of remote collocation, and Qwest will say, oh, no,
14 no, that's not remote collocation, that's this new
15 thing, and you need to amend your contract for this new
16 thing, rather than encompassing what we need to do
17 within remote collocation.

18 In other words, if the eight cover the
19 universe, then we don't need to add any additional
20 types. But if Qwest is going to come out at some time
21 with what they claim does not fall within that eight,
22 that's when we get into problems.

23 MS. ANDERL: Well, I mean would you agree
24 that some of the ones that were added here, say the
25 change from six to eight, are as a result of additional

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1 FCC orders subsequent to the original requirement to
2 provide collocation?

3 MR. WILSON: They are, though one could have,
4 for instance, included remote collocation as part -- as
5 subsets of physical or shared or whatever if you had
6 simply changed from wire center to premises. And we
7 have gone through that discussion before that, you know,
8 there were other ways to deal with the need to collocate
9 an all premises thing to define new types of
10 collocation. So it's kind of, you know, which approach
11 do you take.

12 MS. HOLIFIELD: Can I ask you a question.
13 Are you trying to get to the point where that if Qwest
14 comes out with an additional standard type of
15 collocation that it would be automatically available to
16 you without any additional contract provision? Is that
17 what you're trying to come to?

18 MR. WILSON: I think that would be certainly
19 a help in this issue, that if new products come out,
20 they would be available without necessarily needing to
21 amend a contract. Because generally as far as AT&T is
22 concerned, all the new products are simply subsets of
23 something that was already in our contract, so I think
24 we would -- I think that would cover part of our
25 problem.

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1 JUDGE RENDAHL: Mr. Hsiao.

2 MR. HSIAO: This is Doug Hsiao with Rhythms,
3 and I would like to point out that this is not entirely
4 true that Qwest requires a change to the SGAT or a
5 change in the interconnection agreement every time
6 something is done. I mean when it benefits Qwest, you
7 will do it immediately. And I can just think of an
8 example for allowing ATM switches. That was announced
9 at a 271 workshop in Colorado, and then we were allowed
10 to do it the very next day.

11 MS. ANDERL: But I believe that Qwest is
12 still asking carriers to amend collocation or
13 interconnection agreements to reflect terms allowing
14 collocation of ATM equipment. There may be a timing
15 issue, but I don't believe there is an inconsistency in
16 terms of the request or the requirement that the
17 contract or the interconnection agreement between the
18 parties contain terms and conditions that address the
19 particular issue.

20 MR. HSIAO: It is these timing issues that
21 really concern CLECs, because it does allow, you know, a
22 period where, you know, if CLECs are just in the dark on
23 whether they're allowed to get what the FCC has ordered.
24 I know for Rhythms, we had to fight for something like
25 six months to a year in order to get DSL capable loops,

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1 which Qwest was providing to themselves. And the entire
2 excuse for this delay was, well, it's we are coming up
3 with a product offering, once we come up with a product
4 offering, then we will turn it into an interconnection
5 agreement, and we will get back to you, and that took
6 six months to a year.

7 MS. ANDERL: I don't know that that has any
8 real bearing on what we're talking about here, and, you
9 know, and we can talk all day long on whether or not,
10 you know, that's appropriate in terms of the Act's
11 requirement that you negotiate for 135 days and then
12 arbitrate if there's a dispute. It may well be that a 6
13 to 12 month time period to reach an agreement on a
14 disputed issue is appropriate, but I don't think that's
15 what we're talking about here.

16 MS. FRIESEN: Which is what I would like to
17 understand, Lisa. If a law demands that you provide any
18 technically feasible interconnection or access to UNEs
19 and clearly you come up with a new product that is
20 defacto technically feasible, why is it that the SGAT
21 doesn't want to define interconnection, collocation,
22 that kind of thing, broadly so that it incorporates your
23 new product? Why do we have to go through a time
24 consuming BFR process or even an amendment to a
25 contract? Why can't we just say, that's a great new

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1 product, we would like to avail ourselves of that
2 instead of jumping through all of these different hoops?
3 MS. ANDERL: I think the simple answer is
4 that the Act requires that the interconnection agreement
5 spell out the terms and conditions of access as between
6 the individual parties. I know from an operational
7 standpoint, Qwest needs to be able to check a specific
8 CLEC's interconnection agreement to see what terms and
9 conditions govern either that particular type of
10 interconnection or that particular type of collocation
11 or that particular type of access to unbundled elements.

12 And so I don't view, since, you know, the
13 interconnection agreement is a requirement under the
14 Act, I don't view that as a burdon or an impediment or a
15 barrier to the CLECs. Those are simply -- that's simply
16 the basic bare bones term that Congress has set forth
17 for interconnection and entry into the local market. If
18 this is what you want, you have to have an
19 interconnection agreement with the incumbent. It's so
20 simple.

21 MS. FRIESEN: It doesn't say that you have to
22 lay out every blessed kind of possible interconnection.
23 It simply says that you have to allow for
24 interconnection at every technically feasible point and
25 access to UNES at every technically feasible point.

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1 MS. ANDERL: I think you --

2 MS. FRIESEN: That being the case, if our
3 contract said that, I guess I'm not understanding why it
4 is we have to jump through the extra hoops. If you have
5 come up with a new product that's clearly technically
6 feasible, that's not our issue. It's the delay is
7 causing harm to the CLECs.

8 MS. ANDERL: This is so interesting, because
9 when AT&T first wanted to arbitrate an interconnection
10 agreement, it was AT&T with the 500 page agreement, and
11 it was Qwest or U.S. West at the time had the really
12 short agreement saying we want just really broad terms
13 that cover everything. We don't need to get into all
14 the detail. And AT&T at that time said, no, no, no, we
15 need to spell out every blessed thing, we need 17
16 attachments and we need at least a 500 page
17 interconnection agreement. I guess now we have kind of
18 come around to your way of looking at it. But we think
19 it's important to spell out the details.

20 MR. WILSON: I think the big difference is
21 exclusionary or restrictive versus allowing or
22 nonrestrictive language.

23 JUDGE RENDAHL: So I'm hearing from the
24 parties that the proposed language that Ms. Bumgarner
25 read does not meet your needs, Mr. Wilson or

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1 Ms. Friesen?

2 MS. FRIESEN: Could we have just one second?

3 JUDGE RENDAHL: Mm-hm.

4 JUDGE RENDAHL: Let's be off the record.

5 (Discussion off the record.)

6 JUDGE RENDAHL: Mr. Menezes.

7 MR. MENEZES: I think what may not have been
8 coming up is the concern that when a CLEC has an
9 existing interconnection agreement which includes many
10 terms and conditions that deal with most if not all
11 situations that will arise under the contract, if Qwest
12 introduces a new product, and this is Qwest's
13 nomenclature now, it's what Qwest calls something which
14 in our view would be required under the Act for
15 interconnection or access to unbundled network elements,
16 that type of thing. I think the concern on the part of
17 the CLECs is that when that happens, if we disagree
18 about certain terms around the product, we end up in
19 this debate that takes an inordinate amount of time from
20 the CLEC's perspective to add that product to the
21 contract, to the interconnection agreement, and then be
22 able to order it.

23 So I think a way around that is if we could
24 have an understanding that when a CLEC has an
25 interconnection agreement and virtually all the terms

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1 and conditions are already addressed except for perhaps
2 a few product, using Qwest's nomenclature, specific
3 elements, that that product be available to the CLEC
4 under the terms of its interconnection agreement
5 immediately when it's available otherwise to anyone
6 else. And if the parties need to negotiate an
7 amendment, that's fine, we can work on an amendment, but
8 that shouldn't be the thing that delays the availability
9 of the product.

10 An understanding that a true-up process, some
11 kind of process like that, would be applicable so that
12 if it takes six months to do an amendment, you know, you
13 -- there are a number of ways, I think, to approach it.
14 You can, if it's about money, you pay the amount that's
15 undisputed or you pay an amount that is -- can be
16 approximated by rates that are already set in the
17 attachment, the pricing attachment to the
18 interconnection agreement. You pay some reasonable
19 amount and a true up at the point when an amendment is
20 concluded or a Commission proceeding is concluded or
21 whatever final activity kind of wraps up those details.

22 I think from the CLECs' standpoint, the
23 interest is having that product or service available as
24 soon as possible and not allowing the administrative
25 delay of an amendment to delay availing itself of that

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1 competitive, you know, vehicle to offer services.

2 JUDGE RENDAHL: Okay, my question is, given
3 that request to Qwest to do that, is that something that
4 needs to be incorporated into the SGAT language, or is
5 that something that -- I'm trying to put it in the
6 context of SGAT/271. I mean obviously there's SGAT
7 language, and then there are issues related to provision
8 of competitive services under 271. And so just trying
9 to bring us back here to the document, if it's an SGAT
10 issue and SGAT language that needs to be proposed, or is
11 this a general dispute under Section 271 that the
12 parties need to address amongst themselves?

13 MR. MENEZES: I think it sounds like -- I
14 will break it down into two things. I'm not sure if
15 that's how you're intending it. As far as 271 goes, I
16 think it definitely has -- it's related to 271, it's
17 tied to 271, because it has to do with the availability
18 of those things under the act that the ILEC is required
19 to make available to CLECs.

20 JUDGE RENDAHL: Mm-hm.

21 MR. MENEZES: I do think it needs to be in
22 the SGAT. I think it's broader than collocation
23 however. It's not just collocation. I think it relates
24 to interconnection and UNEs and all of the other
25 substantive, you know, technical, if I can call it that,

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1 areas of the SGAT. So it may be that a better place to
2 deal with it is in the general terms and conditions when
3 we get there. I think we talked about this last time.
4 I'm not sure if a workshop has been set up for general
5 terms and conditions in Washington yet.

6 JUDGE RENDAHL: No, and I think I'm keeping a
7 list. I think I have one issue on it at this point.

8 MR. MENEZES: Well, I think from AT&T's
9 standpoint, that would be an okay way to deal with this
10 issue. But we don't want to lose sight of it. I think
11 it's important and needs -- but it does need to address
12 the entire SGAT, not just the section on collocation,
13 for example.

14 JUDGE RENDAHL: Okay. So then you have
15 stated your concern on the record, and I'm keeping a
16 list of those general terms and conditions issues.

17 Going back to the specific language that
18 Ms. Bumgarner proposed in Section 8.1.1, I would like to
19 get back to that specific language and get your
20 perspective on that.

21 MR. MENEZES: Well, I have first a question
22 for Ms. Bumgarner. Is it Qwest's view, Ms. Bumgarner,
23 that this list of types of collocation in 8.1.1 will
24 make every form of collocation called for under the Act
25 or under the applicable state laws available to a CLEC?

01798

1 MS. BUMGARNER: Yes, this meets all of the
2 FCC's requirements around collocation, and there are
3 some additional forms of collocation that we have
4 included that are not in the FCC's rules like the ICDF
5 collocation.

6 MR. MENEZES: And then as to the new sentence
7 that you proposed, it seems to me that this would
8 address other types of collocation that Qwest has not
9 developed as a product. I mean if Qwest comes out with
10 a new product different from one of these eight, you
11 would not expect a CLEC to go through a BFR process,
12 would you?

13 MS. BUMGARNER: If we came up with a product
14 type offering, I don't know, green collocation, it would
15 then be incorporated into probably the next version of
16 the SGAT or, you know, general offerings to all the
17 CLECs and then incorporated into their interconnection
18 agreements. And so no, you wouldn't necessarily do a
19 BFR if we came up with a different type of collocation.

20 JUDGE RENDAHL: Ms. Friesen.

21 MS. FRIESEN: Just to elucidate that a little
22 bit, if you guys decided to allow virtual collocation in
23 remote terminals, would we have to amend, and we had
24 adopted this the way it is, would we have to then amend
25 the SGAT to acquire that, or would you allow us to go

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1 ahead and obtain virtual collocation remote terminal?

2 MS. BUMGARNER: I need to make sure that I'm
3 following. A different form of collocation that would
4 be remote virtual collocation, and on that one I would
5 say we probably would include that into the SGAT
6 language, and then you can pick and choose and adopt
7 those terms.

8 MS. FRIESEN: Let's back up. Remote
9 collocation right now is defined as purely physical
10 collocation in a remote premises. It doesn't include
11 virtual. You said that, I think, last we met.

12 MS. BUMGARNER: Right.

13 MS. FRIESEN: You're saying now that if you
14 determine that virtual collocation in a remote terminal
15 is now a new product, whatever you guys want to call it,
16 AT&T would have to await Qwest's filing of a new SGAT,
17 and then we would have to ask you to adopt -- we would
18 pick and choose into that, which would essentially amend
19 our previous SGAT, before we could obtain remote virtual
20 collocation. Am I understanding?

21 MR. CATTANACH: One second.

22 MS. BUMGARNER: You don't have to wait for
23 the SGAT to be amended to get these. Generally when we
24 have a new product offering, something that we are --
25 have developed a process and systems for, letters are

01800

1 sent out to all of the CLECs with notifications about
2 new product offerings, and then you can make amendments
3 to your contracts. Sometimes that parallel process that
4 goes on is a side agreement is reached for that
5 particular product, and so you can start using it and
6 meanwhile negotiate some of the other details as they're
7 included into your contract. But it doesn't necessarily
8 mean that we have to first put something into an SGAT.
9 When we have product offerings, we make notifications
10 out to all of the CLECs, and usually we will do draft
11 amendments for the interconnection agreements.

12 MS. FRIESEN: Okay, so going back to then our
13 example, I wouldn't have to wait for you to amend the
14 SGAT. I could send you an order for remote virtual
15 collocation, which you would act on at the same time we
16 were attempting to modify our agreement to incorporate
17 this new kind of collocation; is that correct?

18 MS. BUMGARNER: As long as there has been an
19 agreement reached like the side letter agreements that
20 are reached between the parties that you will use the
21 terms and conditions that we have laid out for a
22 particular product while we're negotiating the details
23 that are going to be included in your interconnection
24 agreement, that's my understanding of basically how that
25 process works. So yes, you can begin to process orders

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1 for those products.

2 MS. FRIESEN: But only if we accept all of
3 your terms and conditions which we would not yet have
4 seen, or does that come out in your letter when you have
5 a new product?

6 MS. BUMGARNER: I think -- the ones that I'm
7 familiar with is usually we send out a general product
8 offering on it with a description around the product,
9 and then if there's interest in that, we have details
10 around the amendments, draft amendments for the
11 contracts.

12 MS. FRIESEN: Okay.

13 MS. BUMGARNER: But it would probably work
14 both ways. There may be ones that actually come out
15 with letters attached to them. But the ones I'm
16 familiar with have a general letter that's sent out to
17 CLECs.

18 MS. FRIESEN: So if I'm understanding you,
19 and correct me if I'm not, you send AT&T a letter, we
20 say that we will accept -- that we would like to partake
21 in this new product, remote collocation, virtual.
22 Assuming that we accept whatever terms and conditions
23 are laid out in the letter, you go ahead and begin to
24 process our order. And then is it subject to further
25 negotiation and then a possible true up as Mr. Menezes

01802

1 was suggesting? Is that what you're envisioning, or I
2 would have to accept lock, stock, and barrel all terms
3 and conditions described in the letter and then amend my
4 agreement in accordance with the letter? I'm trying to
5 understand where the negotiation ends and --

6 MR. CATTANACH: If I could try to take a --
7 maybe try to bring this to closure, at some point, there
8 has to be a meeting of the minds before something
9 happens. Now the parallel processing letter seems to me
10 to be one way of accomplishing that. We say, here it
11 is, you can have it under these preliminary terms and
12 conditions, we will do whatever other true ups have to
13 be required, details have to be required, but there has
14 to be some meeting of the minds. We can't impose upon
15 you unilateral conditions any more than you can impose
16 upon us unilateral conditions.

17 So it would be a function of, I believe, how
18 the parallel processing agreements have worked among the
19 parties. There may be a standing agreement, I don't
20 know. There may be a letter for each particular product
21 offering. But I think at the end of the day that there
22 has to be some meeting of the minds to go forward. And
23 that meeting of the minds may be an interim meeting of
24 the minds subject to further negotiations for details.
25 But I don't think you're suggesting that we can impose

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1 upon you unilaterally terms and conditions, nor can you
2 impose upon us unilaterally your terms and conditions.
3 So I don't know if that's helpful or not, but
4 maybe to try to bring it to closure, my sense is this,
5 that there is an issue about these other situations. My
6 sense is that 8.1.1 as it stands simply states a truism,
7 there are eight product offerings now currently provided
8 in the SGAT. So I would hope that that would not be
9 objectionable.

10 And if you go back to the understanding that
11 we reserve the right, notwithstanding what 8.1.1 says,
12 to continue to argue this point about we think there
13 ought to be some other way of getting these interim
14 things done, we would not say you conceded anything in
15 that regard, but I guess I think what we're doing now is
16 debating contract law, and sort of in the abstract. I'm
17 not sure that's productive.

18 MS. FRIESEN: I'm sincerely not trying to
19 debate contract law. I'm trying to understand your
20 position, and it seems to me that -- it seems to me that
21 -- hang on.

22 JUDGE RENDAHL: Let's be off the record.
23 (Discussion off the record.)

24 JUDGE RENDAHL: I understand AT&T has a
25 proposal for Section 8.1.1.

01804

1 MR. MENEZES: With respect to the new
2 sentence proposed by Qwest, I would like to suggest an
3 additional sentence that I think confirms one of the
4 statements Ms. Bumgarner made, and it would read as
5 follows:

6 The BFR process will not be required for
7 new types of collocation Qwest develops
8 and makes generally available.

9 This would at least serve the purpose of
10 making clear that when Qwest comes out with a new
11 product, we're not talking about a BFR process. It will
12 be perhaps some other process, and I think we're okay to
13 take the discussion of that other process to the general
14 terms and conditions.

15 JUDGE RENDAHL: Just so I have the language
16 proposal that you made, you would add a sentence to the
17 end of what Ms. Bumgarner proposed, and that sentence
18 would read, the BFR process will not be required for new
19 types of collocation that Qwest develops and makes
20 available; is that correct?

21 MR. MENEZES: Makes generally available.

22 JUDGE RENDAHL: Makes generally available.

23 Any response on that proposal?

24 MR. CATTANACH: I think we understand where
25 they're going. I think the response preliminarily, Your

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1 Honor, would be that I think that issue probably
2 transcends collocation, and it may be better put
3 someplace else. But I -- we certainly don't want to
4 reject any further discussion out of hand, but I do
5 think, my understanding of the BFR process, it is not --
6 it's different, and I think if I can identify a
7 difference, if we are to have a product offering out
8 there, then it's not a BFR. So that probably just
9 states a truism.

10 MS. BUMGARNER: I'm sorry, could you repeat
11 the sentence?

12 MR. CATTANACH: I haven't finished copying it
13 down.

14 MR. MENEZES: Sure, the BFR process will not
15 be required for new types of collocation that Qwest
16 develops and makes generally available.

17 And if I could respond to what Mr. Cattanach
18 just said, Section 17.1 of the SGAT deals with bona fide
19 requests, and it states:

20 Any request for interconnection or
21 access to an unbundled network element
22 or ancillary service that is not already
23 available as described herein shall be
24 treated as a bona fide request.
25 And so if Qwest develops a new product and it

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1 is not already described in this document, this BFR
2 language suggests that we have to submit a BFR to get
3 that new Qwest product. And the point I am trying to
4 make is that that should not be the appropriate process
5 if Qwest has already developed a product, because that
6 would mean that Qwest has developed terms and
7 conditions, at least on its end which may not have yet
8 been negotiated with a CLEC, it will have developed
9 processes, it will have a product which in the industry
10 means a number of things have already been done and are
11 not needed to be done which I think the BFR process
12 contemplates.

13 JUDGE RENDAHL: Mr. Cattanach.

14 MR. CATTANACH: We're not saying that that's
15 not a subject for discussion. There may be some
16 progress to be made. We would suggest that the place to
17 do it is right where Mr. Menezes has cited it, in the
18 BFR language, rather than on piece parts in various
19 other proponents of the SGAT. So again, not meaning to
20 slam the door on it, but I think the language would be
21 more productive put back there than on individual
22 components, because I think it theoretically could apply
23 to places other than collocation, and rather than try to
24 figure it all out on ones and twos, let's just try to
25 deal with it as general terms and conditions would be

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1 our suggestion.

2 JUDGE RENDAHL: So that's another suggestion
3 for a general terms and conditions discussion?

4 MR. MENEZES: Yes, BFR does need to be
5 discussed expressly in this process, and I don't know
6 the place. And if you put that on the list, Your Honor,
7 that would be fine.

8 And I will just say that if we want to take
9 that discussion elsewhere, then I'm a little
10 uncomfortable, and I would look to the other CLECs to
11 comment, with adding the sentence that Qwest has
12 proposed, because that's only a part of the discussion,
13 it's not the entire discussion. So I'm sorry, that kind
14 of takes us back to where we started.

15 JUDGE RENDAHL: Are there any other comments
16 from other parties on Qwest's proposed language, other
17 than what AT&T has already made?

18 MS. HOPFENBECK: Well, WorldCom's perspective
19 on this is that we would characterize this issue as
20 being one that really involves a question about how and
21 under what circumstances does the SGAT get amended. The
22 circumstance that we're discussing is a circumstance in
23 which my view would be Qwest has developed a new
24 standard type of collocation. And the appropriate way
25 of handling it is I don't think not through some -- I

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1 would think is that there should be a process that makes
2 clear that when under those circumstances that this
3 provision of the SGAT gets amended so that it no longer
4 says there are eight standard but there are nine
5 standard types or ten or whatever. And so that's how I
6 would characterize the issue to be reserved for future,
7 or at least that's another dimension of the issue that
8 needs to be reserved for future discussion.

9 And with that in mind, I do think that kind
10 of transcends the discussion we're on on 8.1.1, and the
11 language comes pretty -- looks pretty good. I would
12 reserve -- I would just say WorldCom would do a takeback
13 on it and just make sure that this revised language is
14 okay with the understanding that there is this
15 outstanding question about how this SGAT gets amended
16 and under what circumstances it gets amended.

17 MS. HOLIFIELD: I would like to say
18 something.

19 JUDGE RENDAHL: Ms. Holifield.

20 MS. HOLIFIELD: Yes, I think that if we're
21 going to put the sentence on about the BFR in this, I
22 think you need to somehow recognize, and I think we may
23 have to do each section because different people deal
24 with these sections, that you have to say that new or
25 like -- this is how I would word it. There are

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1 currently eight types of collocation available pursuant
2 to this agreement listed. Any additional standard
3 collocation offering/product developed by Qwest shall be
4 immediately available to CLECs under the terms of this
5 agreement and pursuant to some clause where we deal with
6 how you add products.

7 And then I would say, any unique type of
8 collocation may be requested through the BFR process
9 described in Section 17.1. But I'm reluctant to say
10 there's eight, and I came up with some of this language,
11 there was eight, and then to put the BFR on the end
12 without recognizing that the BFR in this instance and
13 with every other instance doesn't deal with products
14 that become a product offering.

15 And I think we have had this discussion
16 somewhere elsewhere. We have often been burned as a
17 CLEC when a product comes on line and it takes us months
18 to get it, because we have to go through a negotiation
19 process. So I would like to see where it says we
20 immediately get it under the terms of the agreement and
21 in accordance with some terms in the general terms that
22 describes how you might go about that process and what
23 rights each party would have.

24 JUDGE RENDAHL: Is this something that, I
25 think given the time that we have spent on this

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1 particular process --

2 MS. HOLIFIELD: And I would --

3 JUDGE RENDAHL: -- that I think that, you
4 know, what would be best if you can prepare what you
5 just stated, and I don't know if you have it written
6 down.

7 MS. HOLIFIELD: I do.

8 JUDGE RENDAHL: Okay. If you can prepare
9 that, circulate it to all the parties including Qwest,
10 and we will make that basically an all around takeback
11 on this proposal.

12 MS. HOLIFIELD: Maybe Lisa can give me a
13 typewriter at lunch.

14 MS. ANDERL: Okay.

15 JUDGE RENDAHL: And we will bring, I think
16 this issue we are going to have to bring back to our
17 January meeting unless we plan on spending significantly
18 more time on it today, and I think it's just how you all
19 wish to use your time today and tomorrow. Is it best
20 that we move on, or is it best that we keep going
21 through this?

22 MR. WILSON: I think AT&T generally sounds
23 very agreeable with what McLeod has proposed, but we
24 would be happy to move on and readdress that in the
25 follow up.

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1 JUDGE RENDAHL: Okay. So, Ms. Holifield, if
2 you can at lunch or at some point in time maybe before
3 the end of the day tomorrow get that sort of prepared
4 and circulated to everyone, then that will give everyone
5 a chance to review it, and maybe we will mark it as an
6 exhibit, and we will get it out there and bring it back
7 in January. Are parties amenable to that?

8 MR. CATTANACH: Yes, Your Honor.

9 JUDGE RENDAHL: Okay, well, let's move on
10 then, and then we will just take this as an all around
11 takeback on Section 8.1.1, and that includes the
12 proposed language that Qwest had originally. I mean
13 just it's kind of an all around package as I see it.

14 MR. KOPTA: Before we move to a different
15 provision, I would like to ask one other question on
16 another part of this provision.

17 JUDGE RENDAHL: Okay.

18 MR. KOPTA: At the risk of spending more time
19 here.

20 JUDGE RENDAHL: Okay.

21 MR. KOPTA: On the second line Qwest has
22 changed is to are, which, you know, in my background of
23 some facility in the English language, I'm looking for
24 a --

25 JUDGE RENDAHL: Premises are?

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1 MR. KOPTA: Yeah, I guess that's what my
2 concern is, what is this subordinate clause supposed to
3 modify? Is it premises, which is plural, or equipment
4 or collocation, each of which is singular.
5 MS. BUMGARNER: I think it's equipment.
6 JUDGE RENDAHL: So it should read collocation
7 allows for the placing of equipment by CLEC at Qwest's
8 premises where technically feasible.
9 MR. KOPTA: If it's equipment.
10 JUDGE RENDAHL: Which equipment is necessary.
11 I mean do we need to be that specific?
12 MR. CATTANACH: Otherwise it sounds a little
13 awkward.
14 MR. HARLOW: I think it just needs to go back
15 to is.
16 MR. KOPTA: I think that's the easiest
17 change.
18 JUDGE RENDAHL: Okay.
19 MR. KOPTA: I just wanted to make sure that
20 that's what it was supposed to modify.
21 JUDGE RENDAHL: All right, everyone is in
22 agreement on that modification. Thank you.
23 Okay, let's move on. What's the next
24 section, Ms. Bumgarner?
25 MS. BUMGARNER: Let's see, Section 8.1.1.6.

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1 JUDGE RENDAHL: Do you have an exhibit?
2 MS. BUMGARNER: Yes, I have an exhibit.
3 JUDGE RENDAHL: This will be marked as
4 Exhibit 318, and this will be called revised SGAT
5 Section 8.1.1.6.
6 MS. BUMGARNER: We discussed this particular
7 section in the --
8 MS. FRIESEN: Sorry, I just wanted to make
9 sure we had enough copies.
10 MS. BUMGARNER: -- in the previous Washington
11 workshop, and it was agreed at that time to add the
12 phrase that's highlighted, and this has to do with CLEC
13 may propose the design for the adjacent structure
14 subject to Qwest's approval, and then we added the
15 phrase, which approval may not be unreasonably be
16 withheld or delayed.
17 JUDGE RENDAHL: I think we have some
18 additional language. So it should read, which approval
19 may not be unreasonably withheld or delayed.
20 MS. BUMGARNER: Yes.
21 JUDGE RENDAHL: And delete the additional
22 B-E.
23 MS. BUMGARNER: Yes.
24 JUDGE RENDAHL: Okay, any comments?
25 MR. WILSON: Yes, I think AT&T wanted to

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1 strike the word physical in the first sentence. I think
2 there was a -- there has been a discussion on whether or
3 not virtual collocation might be appropriate in some
4 adjacent collocation situation. That's why we were
5 interested in striking that word.

6 MS. BUMGARNER: Right, and we had disagreed
7 with that particular change, and so that is an impasse
8 issue.

9 MR. WILSON: The other question that I
10 raised, I believe, on this was whether or not temporary
11 adjacent facility or adjacent premise such as a van or a
12 temporary modular room would fall within this
13 definition. I believe before that you were going to
14 think about that. Maybe that's a new type, temporary
15 adjacent.

16 JUDGE RENDAHL: Ms. Bumgarner.

17 MS. BUMGARNER: Yes, under that particular
18 section, you will note that there's a sentence in there
19 that indicates that Qwest will have the right to approve
20 the designs and the space planning for a particular
21 site, and a CLEC could propose the use of a temporary
22 module or a van. We would have to look at the
23 particular situation, whether there are any building
24 permit restrictions, whether or not we want the
25 structure to be built larger to house more CLECs, in

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1 some cases where the adjacent collocation, the structure
2 even though one CLEC may propose doing adjacent
3 collocation, due to our forecasts we need to take into
4 account other CLECs. We may actually recommend that the
5 structure be larger. So we would have to take a look at
6 the particular circumstances for that site.

7 And right, a temporary module is a
8 possibility if there is a job plan that's going to add
9 on to the main wire center building and the CLEC has an
10 interest to get a more permanent form of collocation in
11 that wire center, then a temporary module may be
12 appropriate. So I think as far as the adjacent
13 collocation, it's really going to depend on the site
14 that you're talking about and what our use for that
15 property might be for the future.

16 MR. WILSON: I don't think that we were
17 proposing that there would be a solution in every
18 situation. We just wanted to make sure it wasn't
19 precluded.

20 MS. BUMGARNER: It wouldn't be precluded.

21 MR. WILSON: Okay. I have then one suggested
22 change. Where it says in the fourth, fifth line,
23 similar structures, maybe change the word similar to
24 other structures. That would be a modular would be
25 similar to an environmental for or CEP, unless Qwest

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1 would agree that a modular or mobile unit would be
2 similar to a hut.

3 MS. BUMGARNER: That wording comes from the
4 FCC's definition of adjacent space collocation. Let's
5 see, this definition is 51.325, whoops, 51.323(k)(3),
6 and it says:

7 Adjacent space collocation, an incumbent
8 LEC must make available where physical
9 collocation space is legitimately
10 exhausted in a particular incumbent
11 LEC's structure collocation in adjacent
12 controlled environmental vault,
13 controlled environmental hut, or similar
14 structures located at the incumbent LEC
15 premises to the extent technically
16 feasible.

17 So the wording was actually taken from the
18 FCC's rule.

19 MR. WILSON: Okay, well, AT&T would just like
20 to point out that we feel that a modular or a temporary
21 structure would fall under the category or could fall
22 under the category of environmental huts if it provides
23 similar functionality.

24 MS. BUMGARNER: And we would agree with that
25 as long as we reserve, you know, the right to review the

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1 design and the property requirements, yeah.

2 MR. WILSON: Understood.

3 JUDGE RENDAHL: So you don't believe there's
4 a need to include the word other under that
5 understanding with Qwest?

6 MR. WILSON: Yes, correct.

7 JUDGE RENDAHL: So it would remain the word
8 similar?

9 MR. WILSON: Correct.

10 JUDGE RENDAHL: So the only impasse on this
11 at this point is AT&T's proposal to strike the word
12 physical in the first sentence, and other than that
13 there's general agreement on this section?

14 MR. WILSON: I believe that's correct.

15 MR. KOPTA: I have one question in addition
16 to those.

17 JUDGE RENDAHL: Oh, let's go ahead.

18 MR. KOPTA: In the sentence that begins after
19 the shaded portion talking about Qwest providing power
20 and services subject to the same nondiscrimination
21 requirements, and I know this may be leaping ahead, so
22 we can deal with it at the time, but in Section 8.2.6,
23 which is cross referenced in this section, and --

24 MS. BUMGARNER: I believe you're leaping
25 ahead.

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1 MR. KOPTA: Yes, this may be something that
2 is going to be changed at the time. If it is, then we
3 will deal with it then, but I just saw that there was an
4 inconsistency, and depending on the way that it came
5 out, we may need to list batteries and other kinds of
6 power equipment.
7 MS. BUMGARNER: I will address it in that.
8 MR. KOPTA: Then I will wait until then.
9 JUDGE RENDAHL: So pending the additional
10 issue that Mr. Kopta raised that will be dealt with
11 later, in terms of Section 8.2.6, and aside from AT&T's
12 impasse issue concerning use of the word physical, is
13 there general agreement on this section?
14 MS. FRIESEN: Yes.
15 JUDGE RENDAHL: Okay, let's move on.
16 MS. BUMGARNER: The next section that I have
17 is Section 8.1.1.8. I have a handout.
18 JUDGE RENDAHL: This will be marked as
19 Exhibit 319 as revised SGAT Section 8.1.1.8.
20 MS. BUMGARNER: This also was a proposal at
21 the Washington workshop, the three sections. We talked
22 about one of them earlier about defining remote premises
23 and remote collocation. This was the second one of
24 those sections. There was a proposal of new language at
25 that workshop by AT&T, and the highlighted words are

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1 those that have changed since the previous exhibit, and
2 this is also close to the language that was proposed by
3 AT&T.

4 MR. HARLOW: We had a takeback from Covad
5 regarding our request to add, I believe, after otherwise
6 controlled in the second to last line or available for
7 use by.

8 MS. BUMGARNER: I actually had that noted
9 later, but we could talk about it with this.

10 MR. HARLOW: Where did you have it noted?

11 MS. BUMGARNER: I had it, I guess, in the
12 notes where we were talking about the actual remote
13 collocation section.

14 MR. HARLOW: 8.2.7?

15 MS. BUMGARNER: Yes.

16 JUDGE RENDAHL: Well, there were three
17 sections that were kind of all discussed at the same
18 time.

19 MR. HARLOW: Right.

20 JUDGE RENDAHL: I think this was part of the
21 AT&T's after lunch proposal on how to modify the
22 language, and then I have Covad, available for use by
23 language would go in Section 4.46(a).

24 MR. HARLOW: Which we have gone by.

25 JUDGE RENDAHL: Right, let's take a quick

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1 look back at that, and that is --
2 MR. HARLOW: I didn't see that language in
3 there.
4 JUDGE RENDAHL: That was Exhibit 316?
5 MR. CATTANACH: 316.
6 JUDGE RENDAHL: No, it's --
7 MS. BUMGARNER: It's 4.46(a) which was 3 --
8 JUDGE RENDAHL: I don't think we have a new
9 exhibit today on it.
10 MR. HARLOW: I guess we don't.
11 MS. BUMGARNER: Right, we don't.
12 MR. WALKER: All buildings or similar
13 structures owned, leased, or otherwise controlled.
14 MR. HARLOW: Well, we can take it up now or
15 in the afternoon.
16 JUDGE RENDAHL: Why don't we hold it, and
17 AT&T's proposed language is in Exhibit 387, so you might
18 want to take a look at that and see where you thought it
19 might best fit. My notes indicated that discussion was
20 for Section 4.46(a). Exhibit 387 was AT&T's proposed
21 language on Section, well, it may not be in there,
22 because it was on Section 4.50(a), 8.1.1.8, and 8.2.7.1,
23 so let's be off the record.
24 (Discussion off the record.)
25 JUDGE RENDAHL: Mr. Harlow.

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1 MR. HARLOW: Yeah, I think the Covad proposed
2 language, unless it's an impasse issue, we -- the
3 language if it's agreed to by Qwest would need to go in
4 several locations including 8., excuse me, 4.46(a),
5 8.1.1.8, as well as 8.2.7, which we're taking up this
6 afternoon. There may actually be other locations that
7 we will find this language.

8 MS. BUMGARNER: I have to admit that there
9 was so much discussion about those three sections and
10 the definitions, and then I believe AT&T got the
11 assignment to come up with proposed language over the
12 break, so could you remind me what you wanted to change?

13 MR. HARLOW: In the various locations, and
14 right now we have in front of us Exhibit 319, Section
15 8.1.1.8, but in various places in the SGAT regarding
16 collocation, the language all land owned, leased, or
17 otherwise controlled by Qwest appears, and Covad
18 requested that after the word controlled, the language
19 "or available for use by" be inserted.

20 MS. YOUNG: This is Barb Young with Sprint.
21 I thought before we had talked about actually striking
22 that whole last sentence where it says these structures
23 include, because we have remote premises in that now,
24 and the definition for remote premises because we have
25 changed it refers to back to now the definition for

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1 premises, which states this. So it seems like this is
2 kind of duplicating that definition again, and that
3 would solve one place with regard to that change.

4 MR. HARLOW: Yes, we would be amenable to
5 doing that and then taking up the suggested language in
6 connection with I think it's 4.46(a).

7 MS. HOPFENBECK: And I will tell you what my
8 notes reflect about this discussion. My notes reflect
9 exactly what Barb has just stated occurred, that
10 basically I was going to ask you, Margaret, in response
11 to 8.1. or the revised 8.1.1.8 why Qwest has again
12 inserted language that's already incorporated into
13 premises and remote premises and suggest that you
14 reconsider AT&T's proposal made at the last workshop,
15 which is more streamlined and I think pulls in all the
16 concepts that you want because of the previous
17 definitioning.

18 And then with respect to Covad, my notes
19 reflect that Covad asked that the language or available
20 for use by be inserted in 4.46(a), which is the
21 definition of premises. And if everything refers back
22 to that definition, that would be the only place that it
23 would need to be inserted, I believe.

24 MR. HARLOW: You have better notes than I do,
25 but that's clearly the easiest way to approach this.

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1 MS. BUMGARNER: We would certainly be
2 agreeable to delete that last sentence. As far as
3 inserting the words or available for use by into
4 4.46(a), one concern I have with that is 4.46(a) is
5 exactly the FCC's definition of premises. I'm not sure
6 what is intended by the phrase or available for use by.
7 I think the FCC also in its recent order that
8 they just issued, and this is on Docket WT-99-217, which
9 is promotion of competitive networks in the local
10 telecommunications market, also CC Docket 9698 and
11 Docket 8857, they issued an order October 25th of 2000
12 in order numbers FCC 00-366. In this particular order
13 where they addressed the multiple dwelling units and
14 some of their rules around that, they have a paragraph,
15 Paragraph 76, and in this they say that:
16 We also clarify that a utility's ability
17 voluntarily to provide access to an area
18 and obtain compensation for doing so is
19 a prerequisite to a utility's ownership
20 or control under Section 224.
21 So I think the FCC is probably -- has tried
22 to provide some clarification around what they meant by
23 ownership and control. I'm not exactly sure what this
24 means when you add or available for use by. We may have
25 something that's available for our use. That doesn't

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1 necessarily mean that we can confer rights for somebody
2 else to use it.

3 MR. HARLOW: We acknowledge that you can't
4 confer any rights that you don't have. The concern here
5 was that we not be limited to collocation where you
6 might have exclusive control or possession of a premise
7 but you might have shared use. For example, you might
8 have a utility closet that's used to store mops, and
9 it's got some of your equipment and maybe somebody
10 else's equipment. And to the extent that you don't have
11 sufficient rights to confer them on a CLEC, then we
12 might have to acquire our own rights from the property
13 owner, the lessee that has that ability. But we didn't
14 want to be limited in our ability to collocate because
15 Qwest might have said, well, we don't have exclusive
16 control over this area, and therefore you can't
17 collocate there. It avoids issues regarding degrees of
18 control of a premise by Qwest.

19 MR. WILSON: I think AT&T has the same
20 concern. We would argue, I believe, that what Covad is
21 trying to allow would be part of space that Qwest
22 controls. So I think, you know, we certainly agree that
23 that language could be added, and it would be helpful.
24 I think our position would be that we should get the
25 right to collocate in any place where Qwest controls

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1 part of a space.

2 JUDGE RENDAHL: So before I get comment from
3 Qwest on this, regardless of this proposed change now to
4 4.46(a), is there general agreement that this last
5 sentence is not necessary in 8.1.1.8?

6 MR. WILSON: Yes.

7 JUDGE RENDAHL: Okay, so that's clear. And
8 now we have moved on to 4.46(a) and --

9 MR. MENEZES: Are we done?

10 JUDGE RENDAHL: I don't think we're done, and
11 so what I'm asking now is a response from Qwest on this.

12 MS. BUMGARNER: I believe that adding the
13 phrase or available for use by is far too broad. I
14 would rather stay with the FCC's definition of premises.
15 I think that in the order that I referenced, they have
16 new rules that they have issued which address exclusive
17 contracts, and so I don't believe that it's necessary to
18 revise this definition around premises. I think that
19 the rules that Covad is looking for have already been
20 addressed in this FCC order, and really it is more
21 around the MBU issues, MTE issues.

22 JUDGE RENDAHL: Any other comments from
23 parties?

24 So are we going to impasse on 4.46(a)?

25 MR. HARLOW: It sounds like it, Your Honor.

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1 MS. BUMGARNER: Yes.
2 JUDGE RENDAHL: Okay. Would this be a good
3 time to start our lunch break and come back at 1:00?
4 MR. WILSON: Unless we want to finish up
5 8.1.1.8.
6 JUDGE RENDAHL: Okay.
7 MR. WILSON: There is one disputed issue.
8 JUDGE RENDAHL: Then let's discuss that.
9 MR. WILSON: AT&T would like to strike the
10 word physical in the same line, in the first line, for
11 the same reasons that we wanted to strike it in adjacent
12 collocation. I believe that would be at impasse. And
13 then in addition, AT&T would like to strike the language
14 on the second line which starts, which is located remote
15 from a Qwest central office building property, because
16 we believe that's also redundant with the definition of
17 remote premise and premise.
18 JUDGE RENDAHL: So AT&T objects to the word
19 physically in the first line as well as the remainder of
20 the phrase, which is located remote from a Qwest central
21 office building property?
22 MR. WILSON: Yes.
23 JUDGE RENDAHL: Any thoughts from Qwest?
24 MR. CATTANACH: Could I ask a quick question,
25 Your Honor, I guess of Mr. Wilson.

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1 If I understood you correctly, the reason
2 you're striking it is because you believe it's
3 redundant, so we aren't quibbling about the fact that it
4 would, in fact, be remote from?

5 MR. WILSON: Yes, our definition that we had
6 proposed for this 8.1.1.8 and then referring back to our
7 remote premises definition makes that clear.

8 MS. BUMGARNER: So you would delete the last
9 I guess it's after the word premises on that first
10 sentence?

11 MR. WILSON: Yes.

12 JUDGE RENDAHL: Delete the remainder.

13 MR. WILSON: You wouldn't have to fix the
14 grammatical problem.

15 MS. BUMGARNER: That sounds good to me, okay.

16 MR. WILSON: And I assume we're at impasse on
17 the physically?

18 MR. CATTANACH: Yes.

19 MS. BUMGARNER: Yes, and that was from the
20 previous workshop, yes.

21 MR. HSIAO: Can I just suggest that we take
22 out physically so we can deal with it later when we talk
23 about the remote collocation terms and conditions. It's
24 not like you're settling this issue by just taking it
25 out. You're just saying this is a general definition of

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1 what remote collocation is and that the terms and
2 conditions are limited to physical if that's the way you
3 define them.

4 MS. BUMGARNER: I think we have been clear in
5 the previous definitions whether we were talking about
6 physical or shared or virtual, so I think at this point
7 I prefer to leave it in and just indicate that that
8 particular word is an impasse.

9 MR. WILSON: And maybe before the lunch
10 break, I wanted to make one comment about remote
11 collocation. And this is in general, and since this is
12 the general -- first general mention of it, in doing
13 some research on remote collocation since our last
14 meeting, I wanted to point out that remote collocation
15 is not yet included in the IRRG, which is I checked the
16 Web yesterday, it's not included in that.

17 It's also not included yet in Technical
18 Publication 77386, which is the main tech pub that
19 describes collocation capabilities and gives a little
20 more detail than is in the SGAT.

21 And then I would also like to request that
22 Qwest provide the CLECs with the updated tab ten section
23 of the wholesale interconnection operations manual,
24 which is what Qwest field people use to install and
25 provide collocation to CLECs. And also in that tab ten

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1 is reference to flows and configuration descriptions,
2 and we would also like to request that those be provided
3 so that we can review how remote collocation is actually
4 being provisioned.

5 MS. BUMGARNER: And that would be a takeback.
6 Remote collocation, our documentation on that is still
7 under development. The remote offering is new that
8 we're putting together, and so no, we have not completed
9 the documentation for those. In fact, I am not aware
10 that most of the other ARBOTs have their documentation
11 available either. I have been looking too.

12 JUDGE RENDAHL: Ms. Hopfenbeck.

13 MS. HOPFENBECK: Before we break, I just
14 wanted to put people on notice that last workshop when
15 we were going through these early provisions in Section
16 8, I slipped and did not reference a WorldCom issue that
17 I would like to bring up after lunch related to ICDF
18 collocation. It's in our testimony, I just need -- we
19 need to reference it. It is not an issue that WorldCom
20 has dropped. I need to ask Ms. Bumgarner a few
21 questions about that issue.

22 JUDGE RENDAHL: We will do that right after
23 lunch.

24 Mr. Kopta.

25 MR. KOPTA: I just had a couple of other

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1 minor revisions to this Section.
2 JUDGE RENDAHL: 8.1.1.8?
3 MR. KOPTA: Yes. In the first line after the
4 world collocate, I thought that we had discussed in the
5 last workshop adding the word equipment.
6 JUDGE RENDAHL: Where?
7 MR. KOPTA: After collocate.
8 JUDGE RENDAHL: Is there any objection to
9 that?
10 MS. BUMGARNER: No, that's fine.
11 JUDGE RENDAHL: Okay.
12 MR. KOPTA: And the only other thing was the
13 cross reference in the fourth line, Section 8.4.6 is
14 ordering for CLEC to CLEC cross connects.
15 MS. BUMGARNER: We will actually talk about
16 that later too.
17 MR. KOPTA: I'm very good at foreseeing. I
18 will continue to be patient.
19 JUDGE RENDAHL: Hold that thought, Mr. Kopta.
20 So with the change to add in the word
21 equipment and the deletion after the word premises on
22 the second line to the remainder of the sentence and the
23 deletion of the last sentence, all of those changes are
24 agreed to, correct?
25 Okay, and the impasse issues on 8.1.1.8

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1 relate to use of the word physically, and with that we
2 can conclude 8.1.1.8?

3 MS. BUMGARNER: Well, I have a takeback that
4 when we get documentation put together on the remote
5 collocation that it will be provided.

6 JUDGE RENDAHL: So when the documentation is
7 available for remote collocation, it will be made
8 available? I mean does that need to be noted in the
9 SGAT at all, or it's just a general agreement between
10 parties?

11 MS. BUMGARNER: It's a general agreement, we
12 will provide it.

13 JUDGE RENDAHL: Okay, well, let's break.
14 It's now 12:10. Let's be back on the record, back here
15 in the room to be back on the record at 1:10, and we
16 will start up with Ms. Hopfenbeck's issues and try to
17 make some further progress. Thank you, let's be off the
18 record.

19 (Luncheon recess taken at 12:10 p.m.)

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1 A F T E R N O O N S E S S I O N
2 (1:20 p.m.)

3
4 P R O C E E D I N G S

5 JUDGE RENDAHL: While we were off the record,
6 we had our lunch break, and Mr. Harlow was just
7 circulating copies of his motion. If you didn't get a
8 copy and need one, please let Mr. Harlow know. He has
9 also circulated the list of confidential exhibits that
10 are marked and attached to his motion, and those go from
11 475C through 486C, and we will incorporate that into the
12 exhibit list. Also while we were off the record,
13 Ms. Bumgarner circulated another exhibit, and that will
14 be marked as Exhibit 320 as revised SGAT section
15 8.2.1.2.3.

16 Are we ready to go ahead with this section?

17 MS. BUMGARNER: Yeah.

18 MR. WILSON: If I might before we go on, I
19 would like to reduce the disputed issues by one, which I
20 think that everyone would agree with. After reviewing
21 once again the FCC language on adjacent collocation,
22 AT&T would like to withdraw its impasse on striking the
23 word physical before collocation. The FCC in its order
24 does refer to adjacent collocation in the context of
25 physical collocation. I would like --

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1 JUDGE RENDAHL: So before you go on, that's
2 in the context of SGAT Section 8.1.1.6 and 8.1.1.8?

3 MR. WILSON: No, just 8.1.1.6, I believe.

4 JUDGE RENDAHL: Okay, but not 8.1.1.8?

5 MR. WILSON: No, remote collocation I believe
6 we definitely still have our concerns there. But in
7 8.1.1.6, we would withdraw our impasse for striking the
8 word physical.

9 JUDGE RENDAHL: Okay.

10 MR. WILSON: Collocation. I would like to
11 point out that when a new structure is built next to a
12 wire center, if at some point that structure actually
13 becomes incorporated with the wire center, we would then
14 need to assess if the new structure was indeed part of
15 the wire center and therefore eligible for potential
16 virtual collocation. But we believe that's probably a
17 different issue and does not need to be addressed now.

18 JUDGE RENDAHL: Okay. And is there anything
19 else from AT&T before we go on?

20 Okay, before we go on to this Exhibit 320,
21 Ms. Hopfenbeck, I think you had wanted to state after
22 the lunch break a concern of WorldCom's.

23 MS. HOPFENBECK: In WorldCom's direct
24 testimony, Mr. Priday, that's the testimony that
25 Ms. Garvin adopted, raised a general concern with

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1 provisions in 8.1 with Qwest's addition of what Qwest
2 refers to as ICDF collocation. And WorldCom's concern
3 with that really relates to concerns that it will raise
4 more specifically in connection with a workshop three
5 issue on UNE combinations.

6 At bottom, what WorldCom believes is that
7 interconnection through the intermediate distribution
8 frame should not be required in order to combine network
9 elements. And I mean there's -- you shouldn't have to
10 -- that it's really not a -- and I guess WorldCom's
11 problem with it being included in the collocation
12 section of the SGAT is that we don't believe it really
13 is a form of collocation but rather is a means by which
14 CLECs can combine unbundled network elements and that it
15 should be addressed in that provision of the SGAT and at
16 that point distributed or debated or qualified as
17 appropriate.

18 And one of the things that WorldCom observed
19 is that the intermediate distribution frame is sort of
20 in our view like the spot frame that was -- that has
21 already been sort of nixed as being an appropriate means
22 of -- but at any rate in that vein, I have some
23 questions, because I'm wondering whether we are clear or
24 we have a clear understanding of Qwest's position on it.
25 And so the first question I wanted to ask you is, does

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1 Qwest require interconnection through the ICDF in order
2 to combine unbundled network elements?

3 MS. BUMGARNER: No.

4 MS. HOPFENBECK: So it's only an option?

5 MS. BUMGARNER: And I guess I'm confused,
6 because I thought we had spent quite a bit of time
7 working with Tom Priday and Ken Wilson earlier in the
8 year that ICDF or intermediate frames are not required.
9 And I thought that Tom had agreed really isn't this
10 first section, the ICDF collocation definition, that
11 8.1.1.5, it's further back, that goes into some detail
12 around shared and direct connections, and I thought that
13 we had reached agreement on that, so I guess I'm a
14 little confused.

15 MS. HOPFENBECK: Well, it could be that I am
16 not up to speed on that agreement, and I just want to
17 make it -- it's still in the testimony we have in
18 Washington, and my information is that it's still an
19 issue, but I will do it -- take it as a takeback. I
20 just wanted to flag it, because it's in our testimony.

21 MS. BUMGARNER: It is not required, so if
22 anything, I need to know what wording, you know, needs
23 to be changed that would satisfy the concerns.

24 MS. HOPFENBECK: Okay, and I will take it
25 assume as a takeback and be prepared to sign off on this

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1 one way or another in January if this has been resolved,
2 but I wanted to flag it since we had gone past 8.1.1.5,
3 and I apologize. But, Ms. Bumgarner, can you just tell
4 me, is that something that you talked about in Colorado;
5 can you recall where that was discussed?

6 MS. BUMGARNER: Colorado and Arizona.

7 MS. HOPFENBECK: Okay.

8 MS. BUMGARNER: It came up first really
9 around the discussions on 9.1.1 and signaling, access to
10 signaling. And we spent a lot of time on rewriting and
11 wordsmithing the sections in the IRRG. In fact, a good
12 portion of the language that is later in the SGAT, I
13 think is directly out of what we wrote at that time.

14 MR. WILSON: And if I might add, the WorldCom
15 representative was Tom Pierson.

16 MS. HOPFENBECK: Right, I know. And it was
17 my understanding that it was optional to interconnect
18 the ICDF, so I just wanted to clarify that, and I will
19 come back.

20 JUDGE RENDAHL: Okay, based on that
21 clarification, as I said, Ms. Bumgarner had circulated a
22 revision to 8.2.1.2.3, which has been marked as Exhibit
23 320.

24 Why don't you go ahead and explain what that
25 change is all about.

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1 MS. BUMGARNER: Well, the section, well, the
2 lead-in section of this, which is 8.2.1.2, which talks
3 about the collocation of switching equipment, and we
4 have reached agreement in the Oregon workshop and six
5 state workshops on the first two sections, subsections
6 under that. And then on this particular section, the
7 8.2.1.2.3, this change is for Washington to indicate
8 that we will collocate RSUs in Washington, and that's in
9 accordance with the Ninth Circuit decision.

10 JUDGE RENDAHL: Any comments on that those
11 revisions?

12 MR. WILSON: Well, AT&T certainly agrees with
13 the first part of the sentence. I question the need for
14 this what seems like an automatic rejection of it
15 without going to the amendment process of the SGAT,
16 which the CLECs are required to do. We had a discussion
17 of this before lunch regarding another subject. I mean
18 they're building in an automatic takeback of this, this
19 option, which I think we would not agree with. So we
20 would propose striking the language after the word
21 decision, so to put a period after Ninth Circuit
22 decision.

23 MS. HOPFENBECK: WorldCom seconds that
24 recommendation. And I think what I would add to that
25 statement is that we have run into circumstances in the

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1 past where Qwest has tried to take in some unilateral
2 action to change the interconnection agreement under
3 which we operate because of a change in law. And among
4 the problems with that is that there's often multiple
5 ways of interpreting just changes in laws that come
6 down, whether or not something is, you know, has the
7 impact. There's often a difference of opinion as to
8 what impact a specific action by the FCC or a court may
9 have on an existing Ninth Circuit decision, for example.
10 And so we would oppose anything in the SGAT that would
11 permit Qwest to sort of unilaterally determine that some
12 change of law has occurred that would impact this Ninth
13 Circuit decision.

14 JUDGE RENDAHL: Any response?

15 MR. CATTANACH: The only question I guess
16 that we're going to have to take one last look at, and I
17 just can't recall it off the top of my head, but I know
18 that there is a sort of follow the law provision in I
19 believe the beginning part of the SGAT, and I will take
20 a look at that. And if that addresses this issue, I
21 think there may be some way we can deal with it.

22 Clearly we would like to reserve our right to
23 modify this if the Ninth Circuit decision is no longer
24 good law, but we can view this as a takeback for us for
25 now to see whether or not there's some other way to

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1 accomplish this objective that might be less
2 objectionable to CLECs. There may not be, but we will
3 take a look at it.

4 MS. HOPFENBECK: And did I understand you to
5 say that this is a provision that's specific to
6 Washington and also Oregon but would not be reflected in
7 the SGAT for any other state in the region?

8 MR. CATTANACH: That's right.

9 JUDGE RENDAHL: Are there any other questions
10 or comments on 8.2.1.2.3?

11 Mr. Kopta.

12 MR. KOPTA: Thank you. Just a clarifying
13 suggestion that we put in a citation or a case name for
14 the Ninth Circuit decision since it's not apparent which
15 Ninth Circuit decision they're talking about.

16 MR. CATTANACH: Good suggestion, we will do
17 something like that.

18 JUDGE RENDAHL: Ms. Friesen.

19 MS. FRIESEN: If you're going to reference
20 the Ninth Circuit decision, this issue is currently
21 pending before the FCC as well, and I'm wondering if the
22 FCC comes out with an affirmative statement that
23 collocation of RSUs is permissible and, in fact,
24 necessary, will you then modify Section 8.2.1.2.3 to
25 accommodate that law as well?

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1 MR. CATTANACH: I think we said earlier that
2 if the law requires something to be done, it will be
3 done.

4 MS. FRIESEN: Okay.

5 JUDGE RENDAHL: Okay, before you go on,
6 Ms. Bumgarner, Mr. Griffith of Commission staff is not
7 here today and actually will not be with the Commission.
8 He's starting a new job on Friday, and he had left us
9 some thoughts. And I need to go back to 8.2.1.2.1 and
10 ask Qwest what it means by the term legal standard. Is
11 that the equipment that is necessary for interconnection
12 or access? Is that the standard that you're referring
13 to?

14 MS. BUMGARNER: Oh.

15 MR. CATTANACH: Yes, Your Honor, I think it
16 references or was intended to reference the equipment
17 that is "necessary for interconnection or access to
18 unbundled elements".

19 JUDGE RENDAHL: Okay, I just wanted to
20 clarify that that's what that term meant, that it
21 referred back to 8.2.1.2.

22 MR. CATTANACH: That's correct.

23 JUDGE RENDAHL: Mr. Wilson.

24 MR. WILSON: Maybe one other comment on the
25 collocation of RSUs, part of the reason that we would

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1 suggest striking the contingent language is that this is
2 a very important issue for AT&T, and in most states at
3 this point we engage in a 15 to 30 minute discussion
4 about the positive aspects of collocating RSUs. We
5 obviously don't need to do that here, but if the law
6 changes, we think that the issue should go back to the
7 Washington Commission for some determination. And at
8 that point, we would get to air our arguments, if need
9 be.

10 JUDGE RENDAHL: I think this process, as we
11 have talked about in many situations, there are multiple
12 workshops, you know. Each Commission order at the end
13 of each workshop is sort of in the nature of an interim
14 order until we get to the sort of final conclusion of
15 all the workshops. There may be many things that change
16 through FCC decisions or other decisions that we may
17 have to revisit at the end. So I guess what I would say
18 to all the parties is, you know, if there's agreement on
19 something or impasse on something, it may change by the
20 end, and you're not -- I don't think any of you are
21 precluded from raising those issues if the circumstances
22 change by the time we get to the end of this whole
23 process. If that helps you all with your issues.

24 MR. WILSON: Thank you.

25 JUDGE RENDAHL: And Mr. Griffith had another

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1 comment on Section 8.2.1.2.2 and just a question about
2 that, have the parties all agreed to that language in
3 other workshops and other circumstances?

4 MS. BUMGARNER: The ATM?

5 JUDGE RENDAHL: The ATM language.

6 MS. BUMGARNER: Yes.

7 JUDGE RENDAHL: Okay. And Mr. Griffith was
8 concerned that the section is overly restrictive and
9 thought that it might be necessary to end the sentence
10 after, let's see, as well as testing and network
11 management equipment also meet this legal standard. So
12 I just for our clarification, what is the need for the
13 additional language after that that begins before any
14 equipment that includes?

15 MS. BUMGARNER: I'm trying to -- are you
16 saying where it says equipment used?

17 JUDGE RENDAHL: It's on the seventh line
18 down.

19 MS. BUMGARNER: Equipment used predominantly?

20 JUDGE RENDAHL: Yeah, after that sentence
21 that ends on the seventh line. His question was, why
22 would you need any of the language after that point, and
23 just for clarification for staff for myself.

24 MS. BUMGARNER: Right, that language really
25 kind of lays out the process that we go through to

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1 evaluate the equipment, and so that just gives the CLEC
2 the information about how we look at the list of
3 equipment that's been approved.

4 JUDGE RENDAHL: Okay, thank you.

5 So there's a Qwest takeback on the proposal
6 to strike the contingent language in the section
7 8.2.1.2.3.

8 MR. HARLOW: We have a question about
9 8.2.1.2.2 kind of following up on the staff, which is
10 why do you need the restrictions on switching in
11 Washington with regard to ATMs when RSUs are allowed?
12 Can we just put a period in the second line after the
13 word standard for Washington?

14 MS. ANDERL: Actually, Mr. Harlow, isn't it
15 true though that the Ninth Circuit's decision allowing
16 collocation of RSUs was simply based on affirming the
17 Commission order that allowed collocation of RSUs so
18 long as the switching functionality was disabled?

19 MR. HARLOW: I don't recall that restriction,
20 but you may be right.

21 MS. ANDERL: I can go get the decision if I
22 need to. We can take it up a little bit later this
23 afternoon. That's my recollection.

24 MR. HARLOW: Is this the one, the decision
25 that arose out of the MCI arbitration?

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1 MS. ANDERL: Yes, I think so.

2 MR. HARLOW: I didn't recall that we had any
3 restrictions on RSUs as a result of that.

4 JUDGE RENDAHL: Well, why don't we hold that
5 thought and let Ms. Hopfenbeck inform us after the
6 break, and we can come back to 8.2.1.2.2 and see if that
7 needs to be modified or if it is fine as it is.

8 Is there anything else on 8.2.1.2.2 or .3?

9 Okay, let's go on to the next section then.

10 MS. BUMGARNER: The next section that I have,
11 let's see, 8.2.1.9.

12 JUDGE RENDAHL: And you are circulating
13 another document?

14 MS. BUMGARNER: Yes.

15 JUDGE RENDAHL: Okay, we will now have to
16 move to the end of the exhibit list and mark this as why
17 don't we start at 445. And this will be a revision to
18 SGAT Section 8.2.1.9.

19 MS. FRIESEN: I'm sorry, Your Honor?

20 JUDGE RENDAHL: This will be marked as 445.

21 MS. BUMGARNER: This particular section, the
22 highlighting indicates changes that were based on
23 discussions in Oregon, and these sections have not been
24 approved in the states. The first Section, the 8.2.1.9,
25 the proposed change is the underlying words in this are

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1 based on previous discussions at the Colorado workshops.
2 We added the three elements that are not required by the
3 FCC, and so that's the part that you see underlined in
4 that first section.

5 The second section, 8.2.1.9.1, that's also a
6 charge that we have established. It will be addressed
7 in the cost dockets. And this is to recover the costs
8 for preparing the Web site and report information,
9 excuse me, not the Web site, the report information, and
10 that one we reached impasse in Oregon. This charge we
11 base on Paragraph 58 of the first order in CC Docket
12 98-147, and in that particular paragraph, it gives that
13 states can allow us to recover our costs.

14 And in the last section, the 8.2.1.9.2, this
15 language was changed. We had talked in Colorado about
16 the need for some way for CLECs to be able to request
17 information about remote premises, and one of their
18 problems in doing that was not knowing addresses for the
19 remote terminals that served particular areas. They
20 wanted to have some way that they could get "an
21 inventory" done of those. And so we added this section,
22 and then the highlighted words were changed in Oregon to
23 actually call it an inventory report for the remote
24 premises.

25 So these sections are our proposals for the

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1 space availability report and then an ability to provide
2 an inventory report for remote premises.

3 Comments?

4 JUDGE RENDAHL: Does that mean the last
5 sentence, do you need to change space availability
6 reports provided for remote premises, or maybe I'm not
7 following?

8 MS. BUMGARNER: Oh, okay, let's see, this was
9 added in Oregon, and I don't remember now whose words
10 these were.

11 Final bill will reflect the actual labor
12 hours required, and credits will be made
13 if less than estimated cost. A separate
14 space availability report charge will
15 not apply for space availability reports
16 provided for remote.

17 JUDGE RENDAHL: Do you see what I'm saying?
18 Because in the beginning in the very first sentence --

19 MS. BUMGARNER: We call it inventory --

20 JUDGE RENDAHL: -- you called it an inventory
21 report, and then --

22 MS. BUMGARNER: Well, you can have a space
23 availability report for a remote premise. The space
24 availability report is really for all premises, and
25 that's where you know specifically a premise that you

01847

1 want a report done on.

2 JUDGE RENDAHL: Okay, so you're not replacing
3 the term space availability report?

4 MS. BUMGARNER: No.

5 JUDGE RENDAHL: In the context of remote
6 premises, but you have created a new term called an
7 inventory report.

8 MS. BUMGARNER: Right.

9 JUDGE RENDAHL: Okay.

10 MS. BUMGARNER: And that's to give the
11 ability to ask for multiple remote premises.

12 JUDGE RENDAHL: Okay, thank you.

13 Any other questions?

14 MS. YOUNG: I just have a couple of quick
15 questions. This is Barb Young of Sprint. Margaret, on
16 this report, are you envisioning that the only thing
17 that would be supplied for a remote premises would be
18 just the locations and not, for example, a broader
19 report that might talk about number of loops accessible
20 by those remote locations? Would it just be strictly an
21 address type inventory?

22 MS. BUMGARNER: Well, really the intent of
23 these reports that the FCC laid out was to talk about
24 space, and so for a particular premise, if you were to
25 ask for us to look at these, it's really all of the

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1 things that are listed under that first section, the A
2 through G. I mean it tends to really look at the space
3 at that site.

4 MS. YOUNG: And that would follow through
5 then on the inventory report also?

6 MS. BUMGARNER: Right.

7 MS. YOUNG: So how would a CLEC know --

8 MS. BUMGARNER: Well, I think too for if you
9 look at what we have written under the space
10 availability report, or excuse me, the inventory report
11 for these remote premises, we also talk about the
12 location and providing the area served, because we do
13 know that the distribution area is important when you
14 look at a remote location. So yeah, we would sit down
15 and talk about some of the location we're trying to
16 serve and what terminals you would be interested in
17 getting addresses on.

18 JUDGE RENDAHL: Ms. Friesen.

19 MS. FRIESEN: I have a couple of concerns.
20 One is that the inventory report, it's curious to me
21 that we should pay Qwest to tell us where the remote
22 premises are located. I can understand if once we get
23 the location of the remote premises we come to you and
24 say, okay, now we need a space availability report in
25 these three remote premises, and you're charging us for

01849

1 that.

2 But the inventory report, if I understand
3 what you just said to Sprint, is that it's something
4 that is really a space availability report coupled with
5 an inventory of all the stuff that's out there. So it
6 seems to me maybe it's overkill. I mean I don't know
7 why you would want to go and tell us all the space
8 available within a geographic location if what we need
9 at the outset is to know what's out there so that we can
10 tell you, you know, concentrate your efforts on one or
11 two premises rather than doing the entire geographic
12 location. Do you understand my concern?

13 MS. BUMGARNER: Well, I think the way that
14 this started on the discussions were the comments you
15 knew the area you wanted to serve, didn't know about the
16 terminals that served those areas, and wanted to be able
17 to ask for the space availability report. So we had
18 added providing this. I guess the question is you're
19 talking about a space availability report and strictly
20 what the FCC has required, that's the first section.
21 And I guess I need to know is there something different
22 that you need for the remote premises?

23 MS. FRIESEN: Obviously there is, and I think
24 it's a chicken and egg problem. Because we don't know
25 what remote premises you have. We rely on you to tell

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1 us where those are and what those are. But what you
2 have done here -- and that was AT&T's issue all along,
3 at least tell us that, and then we can request the space
4 availability reports thereafter. What you have done
5 here is coupled the two ideas, the two problems. One is
6 that you are providing space availability reports under
7 the guise of this inventory thing, which is probably
8 more than what we're asking for.

9 So all we're asking is if we need to know
10 what the remote premises are or where they are that you
11 identify those for us so that we can direct your efforts
12 in a more efficient manner and ask for space
13 availability reports within the inventory that you have
14 given us. That's where I thought we were going in
15 Oregon, but it seems here that we have kind of tripped
16 over ourselves and created a bigger job for Qwest than I
17 think you really want to take on.

18 JUDGE RENDAHL: Is this a kind of a takeback
19 for both parties to go back to the drawing board?

20 MS. BUMGARNER: I'm trying to envision, if
21 you know a particular address of where you want to
22 start, are you looking for like just the FDI
23 information? I mean we could be talking about hundreds
24 of thousands of terminals, so.

25 MR. WILSON: Well, a couple of comments. I

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1 think the need for the what's now called the inventory
2 report was to be able to determine where -- the exact
3 address of the terminals are in an area that the CLEC
4 may need to collocate, and I think this comes close to
5 doing that. I've got a few specific changes to suggest
6 on this. And I think as Letty suggested, once you have
7 identified where the terminals are, or the remote
8 terminals, the pedestals, whatever, then the CLEC could
9 select some or some of them for the space availability
10 report to determine if there's space available, et
11 cetera, et cetera.

12 So that the inventory report is simply where
13 there are the terminals, and then the availability
14 report adds the additional information on say a selected
15 number of them to see where collocation is available.
16 So it's kind of a, I guess, it's kind of a two phase
17 process.

18 MS. BUMGARNER: So you would identify, I
19 don't know, some area, and I'm trying to envision how
20 you would identify the area. At any rate, you would
21 identify some area, and then all you want is the address
22 of the terminals in that area?

23 MR. WILSON: Well, yes, and I think it
24 actually says that in the inventory report language.

25 MS. BUMGARNER: Right.

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1 MR. WILSON: In fact, I'm focusing on the
2 sentence that starts six lines from the bottom. It
3 says:

4 The space availability report for remote
5 premise shall provide the location and
6 area served by each known premise in the
7 geographic area specified by the CLEC.

8 I think that's exactly what I said. And it
9 doesn't state that you get the information in A through
10 G above when you do the inventory report. So the way I
11 read this is that you get the address information on the
12 inventory report, and then you would get -- you would
13 ask or you could ask for an availability report on one
14 or more of the terminals that were identified in the
15 inventory report.

16 Now staying with that sentence I just read, I
17 think where it says the space availability report, that
18 means to say the inventory report. I think you didn't
19 -- I think that just didn't get changed.

20 JUDGE RENDAHL: That's what I was --

21 MS. BUMGARNER: Excuse me, that's the sixth
22 line up?

23 MR. WILSON: Yeah.

24 JUDGE RENDAHL: That's what I was curious
25 about.

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1 MS. BUMGARNER: The inventory?

2 MR. WILSON: Report, and then I would strike
3 the words for remote premise, so it should read:

4 The inventory report shall provide the
5 location and area served by each remote
6 premise in a geographic area specified
7 by a CLEC.

8 MS. BUMGARNER: Okay.

9 MR. WILSON: And I think as far as the
10 wording, that just aren't issues except that I think we
11 still would disagree that we should pay just to find out
12 the street address. Because the alternative here, as we
13 have discussed in other places, would be to simply give
14 the CLECs access to the TIRKs data base. All you're
15 really doing here is a TIRKs look up.

16 JUDGE RENDAHL: Can you spell or identify
17 TIRKs for the court reporter.

18 MR. WILSON: T-I-R-K-S.

19 JUDGE RENDAHL: Thank you.

20 MR. WILSON: It's an inventory system that
21 LECs and other ILECs use to inventory equipment.

22 MS. BUMGARNER: It's a trunk inventory
23 system, it's a record keeping inventory.

24 JUDGE RENDAHL: Thank you, I just wanted to
25 identify it for the record, thank you.

01854

1 MR. WILSON: It inventories far more than
2 trunk information. It has all the equipment.

3 MS. BUMGARNER: It has the equipment, but I
4 think we had responded before, it doesn't include all of
5 the outside terminal information. It has it for those
6 that have been designed, trunks that have been designed
7 that are in TIRKs, but there are other terminals that
8 are not in TIRKs. There are some that were in FEPs and
9 some other systems that we have that are not included in
10 TIRKs.

11 And the other problem with TIRKs is it's not
12 a report generating system. It is if you know like the
13 circuit that you want or a particular CLLI code that
14 you're looking for. But to go in and ask for give me
15 all your terminals, it's just not a report generating
16 type system. It's also a very expensive system to make
17 changes to.

18 JUDGE RENDAHL: And just to --

19 MR. WILSON: Spell CLLI code.

20 JUDGE RENDAHL: I was about to ask you to do
21 that.

22 MR. WILSON: C-L-L-I.

23 MS. BUMGARNER: C-L-L-I.

24 JUDGE RENDAHL: Thank you.

25 Another acronym, FEPs.

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1 MS. BUMGARNER: F-E-P-S, facility engineering
2 planning system.

3 MS. FRIESEN: Just so we don't lose the
4 issue, we don't think that we should pay for you to tell
5 us what's out there, and so with respect to 8.2.1.9.2,
6 we should delete out the stuff where we have to require
7 an estimate of the cost for the inventory report and
8 then, you know, the hourly rate and billing. That
9 should be associated with the space availability report
10 when we're asking you to go out and look at a remote
11 premises and tell us what's available. On the other
12 hand, when we're simply saying what do you have, what
13 terminals are in this geographical area, you should be
14 able to tell us free of charge.

15 MR. WILSON: And even if it is more than one
16 system look up, I would suggest it still probably would
17 take a shorter period of time to answer the question
18 than to estimate the cost of doing the look up. I mean
19 I think we're adding a layer of process here that's not
20 needed.

21 MS. BUMGARNER: Well, I think that that's a
22 difference of whether or not providing CLECs access to
23 the system, I don't think that that's reasonable. Some
24 of these include highly sensitive competitive
25 information at least in terms of Qwest. So providing

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1 access of the CLECs to some of those internal systems I
2 don't believe is appropriate.

3 Whether we have ready access to some of that,
4 as I understand it some of that information actually is
5 still on maps that we have to go to for serving the
6 areas.

7 But I mean this is an open issue, and we
8 believe we should be able to recover our costs of
9 preparing these reports. So I think we're still at
10 impasse on that and the ability to charge for it.

11 MR. WILSON: And that could be. I think for
12 AT&T it would be either do the inventory report as
13 stated here and not charge us, or alternatively give us
14 access to the systems and maps and whatever so that we
15 could do the look up ourselves. I think that would be
16 our position.

17 JUDGE RENDAHL: Mr. Menezes and then
18 Mr. Hsiao.

19 MR. MENEZES: Go ahead, Mr. Hsiao.

20 MR. HSIAO: Yeah, I just wanted to raise the
21 issue, at least Rhythms' preference would be to split
22 off the different types of reports that you provide. If
23 a CLEC just wants an inventory report, they don't
24 necessarily want to find out about space availability in
25 an inventory report. So if that's going to cost, you

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1 know, \$1,000 to provide a space availability report, we
2 would rather pay just the \$20 which tells us which
3 remote terminals serve one city. I mean I think you
4 might still reach impasse about whether -- what types of
5 reports the CLECs should be paying for, but I think at
6 least you should be bringing them down to a certain
7 level to where it addresses what the CLEC needs.

8 MR. WILSON: And to second what Rhythms says,
9 as I read most of the inventory report, it is
10 specifically a request for geographic information. I
11 think in that vein, I would probably strike the last
12 sentence, which seems to confuse the issue a little bit.
13 Because I see these as two separate activities and
14 requests, and as Mr. Hsiao said, I would not expect in
15 the inventory report to get back detailed information on
16 availability within the premises. And neither would I
17 expect to pay for that when I didn't ask for it.

18 JUDGE RENDAHL: Just to clarify your comment,
19 Mr. Hsiao, are you suggesting that in addition to an
20 inventory report or a space availability report that the
21 CLEC be able to ask for certain identifiable information
22 under the space availability report without asking for
23 everything that's listed under there?

24 MR. HSIAO: Exactly. I think initially a
25 CLEC is always going to probably just want some

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1 geographic information about which remote terminals
2 serve a particular central office without having to find
3 out how much space is in those remote terminals, which I
4 admit might be a very laborious process. And CLECs
5 don't want to have that done for every single remote
6 terminal out there.

7 MS. BUMGARNER: Well, I think our concern too
8 on the space availability report, when you're talking
9 about these remote premises, you actually have to go out
10 there. I mean we don't -- we don't have records that
11 show us the space in these remote terminals.

12 As far as a comment that was made earlier
13 that I think may answer back to Sprint, I really was
14 talking about when you ask for a space availability
15 report, I think the question was asked do we provide how
16 many loops it had access to, and we really don't. What
17 we provide is what's listed under that space
18 availability report.

19 MS. YOUNG: Right, and I was asking the
20 question more in the framework of an inventory report.
21 An inventory report to me could be a location of the
22 remote premises, but it also could be, when you talk
23 about area served, it could be defined by addresses,
24 could be defined by geography, it could be defined by a
25 lot of different things. So that's what I was trying to

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1 get clarification on, what exactly that inventory
2 report, what you envisioned that would include. Or I
3 guess if you were to create different types of inventory
4 reports, what's the spectrum of information that Qwest
5 could provide I guess is what I was asking. Does that
6 make sense?

7 MS. BUMGARNER: Yeah, now I understand the
8 question. The name inventory report, I think that was
9 suggested in Oregon. Well, they did suggest it in
10 Oregon. Is there a better name for it?

11 MS. YOUNG: I think where I was going with it
12 was inventory report implies to me that there would be
13 some information on that report that would help me as a
14 CLEC determine whether or not that was an appropriate
15 place to collocate just by virtue of say density or
16 whatever. So if the inventory report is just going to
17 be addresses of remote terminals, that's what I was
18 trying to get at or whether it will have, you know, more
19 information or could it.

20 JUDGE RENDAHL: Is Qwest amenable to taking
21 back Ms. Young's suggestion and also Mr. Hsiao's
22 suggestion to in a sense have more -- instead of asking
23 for one report that has everything included, to have an
24 option for the type of information that they request.
25 Does that --

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1 MR. HSIAO: That reflects exactly what we
2 would like.

3 MS. BUMGARNER: We can take that as a
4 takeback to ask a question about is there more
5 information under the inventory report.

6 I believe there was also another suggestion
7 to delete the last sentence, the one that says, a
8 separate space availability report charge will not
9 apply.

10 JUDGE RENDAHL: Before you go there, I'm not
11 sure you captured Mr. Hsiao's suggestion.

12 MS. BUMGARNER: I'm sorry.

13 JUDGE RENDAHL: I don't think it's just
14 restricted to the inventory report. There are a number
15 of items A through G for the space availability report,
16 and I think I understood Mr. Hsiao's question or request
17 to be, is it possible, instead of asking for a space
18 availability report that includes all of these items, is
19 it possible for a CLEC to request certain types of
20 information instead of having to pay for all of this
21 information to be collected if they're only interested
22 in certain information.

23 MS. BUMGARNER: Oh, I'm sorry.

24 JUDGE RENDAHL: To break it down, and that's
25 what you're asking?

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1 MR. HSIAO: I think that's right. I guess
2 I'm a bit confused. There are some -- there is a Web
3 site which contains some of this information, and I
4 guess it might help clarify for us what is already
5 available on the Web site and then what in addition
6 would be given by getting this space availability.

7 MS. BUMGARNER: Actually, the Web site is
8 addressed, it's in a later SGAT section, 8.2.1.13, and
9 actually the FCC's rule around the space availability
10 reports and the Web site are all in one rule. And the
11 information that's posted on that Web site is really fed
12 by what we find on the space availability reports. I
13 mean that's one of the things that is then posted to
14 that Web site. So the information that's on there
15 reflects what we found on the space availability report.

16 MR. WILSON: I don't believe the Web site has
17 -- it certainly doesn't have E, F, and G, I don't
18 believe.

19 MS. BUMGARNER: We have added some. No, the
20 only things that are required on the Web site are number
21 of CLECs in queue, premises that have not -- oh, excuse
22 me, these are things that we have added to the Web site.
23 The only thing that's on the Web site is premises that
24 are full. We have to indicate which premises have
25 exhausted their space, and then we have agreed to add

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1 additional things to that Web site, which include some
2 of these.

3 MR. WILSON: But not all of them?

4 MS. BUMGARNER: Actually, I think it does
5 include them.

6 JUDGE RENDAHL: Well, why don't we hold that
7 until we get to that next section, I guess.

8 MS. BUMGARNER: But if I understand Rhythms'
9 question, you want to be able to pick and choose which
10 of the A through G --

11 MR. HSIAO: I don't think that's necessarily
12 what we would like. I think we will have to consider it
13 in light of what's in 8.2.1.13.

14 JUDGE RENDAHL: Okay. So I cut you off, and
15 you were talking about the suggestion for the last
16 sentence.

17 MS. BUMGARNER: I thought that that was
18 Rhythms' suggestion.

19 JUDGE RENDAHL: No, I think AT&T made a
20 suggestion about the last sentence.

21 MS. BUMGARNER: I'm sorry, AT&T, to delete
22 the last sentence.

23 MR. WILSON: Yes.

24 MS. FRIESEN: We actually have MCI WorldCom
25 has a proposal that's going to be --

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1 JUDGE RENDAHL: MCI WorldCom, whoever you
2 are, Ms. Hopfenbeck, please let us know what your
3 suggestion is.

4 MS. HOPFENBECK: It occurs to me that the
5 source of the confusion of what the inventory report is
6 and how that is distinct from the space availability
7 report may be in just the way this provision has been
8 drafted, and I'm going to suggest the following complete
9 rewrite that is designed to sort of parallel 8.2.1.9
10 only on what type of inventory report as opposed to
11 availability report, and it reads as follows:

12 On request by CLEC, Qwest will submit to
13 a requesting CLEC within ten calendar
14 days an inventory report identifying
15 each remote premises serving the
16 geographic area specified by CLEC. The
17 inventory report shall provide the
18 location and area served by each remote
19 premises identified.

20 Then it would say:
21 Based on the inventory report, CLEC may
22 request a space availability report as
23 set forth in 8.2.1.9 for, I don't know
24 what that would say, space availability.
25 MR. WILSON: Period.

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1 MS. HOPFENBECK: Period. And that would take
2 care of, it seems to me, that's a suggestion that takes
3 care of I think almost all the issues that have been
4 raised. It makes it clear that the inventory report is
5 a very simple report that is simply for an itemization
6 or a listing of existing remote premises in a particular
7 area. It makes it clear that it's very different from
8 an availability report. And it addresses the concern
9 about paying for the inventory report, which we're
10 suggesting we shouldn't do, because it's so simple, and
11 it's really just to enable us to make a request for an
12 appropriate space availability report.

13 MS. BUMGARNER: Could we make a copy of your
14 language?

15 MS. HOPFENBECK: Yeah, I will write it in a
16 way that someone can read it.

17 JUDGE RENDAHL: Okay, well, then I will do it
18 as a WorldCom/Qwest takeback so that, Ms. Hopfenbeck,
19 you will get the language to all the parties and maybe
20 by the end of the day tomorrow so that everyone has an
21 opportunity to look at it and weigh in.

22 Is there anything else under section 8.2.1.9
23 that we need to address?

24 Mr. Kopta.

25 MR. KOPTA: Yes, thank you, Your Honor. Just

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1 really more of a general question, and I suppose it's
2 probably to Ms. Anderl more than anyone else.
3 Ms. Bumgarner when she was talking about this section
4 stated that the space availability report charge would
5 be something determined in the cost docket. And my
6 recollection is that that wasn't on the list of
7 collocation items to be costed in Part A, nor is it on
8 the list of items to be costed in Part B.

9 So I'm just kind of wondering, this may not
10 be the only thing, it's the first time I have come
11 across it, whether there is going to be an additional
12 filing of additional SGAT terms that need to be costed
13 at some point, or is the contemplation that you will
14 somehow try and get these into Part B, or what's the
15 thought?

16 JUDGE RENDAHL: Let's be off the record for a
17 moment.

18 (Discussion off the record.)

19 JUDGE RENDAHL: While we were off the record,
20 Mr. Harlow reminded me that his witness, Mr. Walker, has
21 not been sworn in. And so in the event, Mr. Walker,
22 that you do want to chime in, why don't we swear you in.

23 (Witness Glen Walker sworn in.)

24 JUDGE RENDAHL: Thank you, you are so sworn.

25 MR. HARLOW: Thank you.

01866

1 JUDGE RENDAHL: Okay, and where we left off,
2 we also had a discussion off the record about issues
3 about charges in the cost docket, which the parties will
4 continue to discuss amongst themselves.

5 Is there anything further on 8.2.1.9 that we
6 need to discuss before we go on, or do we know where we
7 are? I have a Qwest takeback on WorldCom's language on
8 Subsection 8.2.1.9.2. And is there, other than that
9 takeback generally on that language, is there general
10 agreement on the other parts of that Section 8.2.1.9?

11 Mr. Wilson.

12 MR. WILSON: Well, I think it's still an
13 issue as to whether or not the inventory report would be
14 paid for, and I don't believe that we came to resolution
15 on that. It's one thing if the price is determined in
16 the cost case, but the mere fact of any payment, if
17 that's not a part of the cost case, then that would need
18 to be an issue decided here, and it would probably be a
19 disputed issue.

20 JUDGE RENDAHL: Is it safe to say that once
21 we have WorldCom's proposed language and the parties get
22 a chance to review it that this is an issue that will
23 come back in January, and we will know whether there is
24 impasse at that point?

25 MS. BUMGARNER: Yes.

01867

1 MR. WILSON: Yes.

2 JUDGE RENDAHL: Okay, including the point of
3 whether there is a charge?

4 MR. WILSON: Yes.

5 JUDGE RENDAHL: Okay.

6 MR. WILSON: And probably depending on who
7 has the power of the pen, it will come back one way or
8 the other in the January workshop.

9 JUDGE RENDAHL: Okay. Well, we will take
10 Section 8.2.1.9 as a whole as a takeback until, as a
11 WorldCom/Qwest takeback, until the January workshop.

12 Mr. Menezes.

13 MR. MENEZES: Are we going to get to the
14 discussion we had off the record about where the price
15 of the space availability report is addressed?

16 JUDGE RENDAHL: My understanding, and maybe
17 Ms. Anderl, you want to make a statement on the record,
18 is that it is something that is as yet undetermined but
19 is likely to be resolved somehow in the cost docket.

20 MS. ANDERL: I think that's right. You know,
21 I think that what we're looking at is an hourly, basing
22 the price on an hourly charge. Now whether that's
23 calculated on an individual request basis or a set fee
24 like our quote preparation fee, in which case there's
25 some discussion about what amount of time is appropriate

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1 to use, I think we will have a more definite proposal
2 for you. And then if that needs to be litigated in the
3 cost docket, I guess that's where it gets litigated,
4 since that's where the cost issues are being handled.

5 MR. MENEZES: And from the discussion off the
6 record, that would be Part B of the cost docket?

7 MS. ANDERL: Not necessarily. Part B
8 testimony is due --

9 MR. MENEZES: Okay.

10 MS. ANDERL: -- may be on a schedule that
11 wouldn't allow this to be rolled in. And this is not
12 one of the issues on the Part B issues list.

13 What I had proposed to Mr. Kopta off the
14 record is it may be that since we litigated physical
15 collocation in Part A, there may be hourly engineering
16 rates that are going to come out of the Commission's
17 decision in that part of the docket that would be
18 appropriate to use as least as a basis for figuring out
19 a price for the space availability report.

20 MR. MENEZES: Okay.

21 MS. ANDERL: But really we're not much more
22 detailed than that in terms of my thinking about it.

23 MR. MENEZES: And so then I'm just left with
24 the question of when, you said a moment ago you will
25 come back with a proposal, when do you envision that

01869

1 happening? Will it be in this workshop or --
2 MS. ANDERL: You mean tomorrow?
3 MR. MENEZES: No, I mean in workshop two of
4 this docket, or will it be somewhere else? I'm just
5 trying to get my arms around what --.
6 JUDGE RENDAHL: As in January.
7 MR. MENEZES: When we come back.
8 MS. ANDERL: Definitely this workshop. Maybe
9 even tomorrow, but certainly by January we will be able
10 to give you some more detail on what our proposal is.
11 MR. MENEZES: Thank you.
12 JUDGE RENDAHL: Is there anything further on
13 this particular section?
14 Okay, let's move on.
15 Ms. Bumgarner, you're circulating another
16 SGAT revision.
17 MS. BUMGARNER: Section 8.2.1.10.
18 JUDGE RENDAHL: This will be marked as
19 Exhibit 446, and it will be entitled revised SGAT
20 Section 8.2.1.10.
21 MS. ANDERL: While people are doing that,
22 could we go off the record for just a scheduling
23 question?
24 JUDGE RENDAHL: Let's be off the record.
25 (Discussion off the record.)

01870

1 JUDGE RENDAHL: While we were off the record,
2 we clarified our schedule for today. We will probably
3 break by 5:00, if not before 5:00, to get our materials
4 upstairs to room 3111, which is where we will be
5 tomorrow. And we will start at 8:15 tomorrow morning
6 and continue until 4:00 with appropriate breaks.

7 Okay, looking at Exhibit 446, Ms. Bumgarner.

8 MS. BUMGARNER: Yes, this Section 8.2.1.10,
9 we reached agreement on the wording in Oregon. The
10 first section, the word legitimate was added in Oregon.
11 The second highlighted wording was not discussed in
12 Oregon. Actually, it was changed for this workshop, and
13 it was based on a comment by Excel in your supplemental
14 comments that you filed. I was trying to address a
15 concern that you expressed in that. And this list
16 indicates that we would engineer the route for the CLEC,
17 but we would do it as part of the actual original order.
18 It wouldn't be a separate process. So I don't know if
19 this addressed your concern or not.

20 MR. KOPTA: It appears to, yeah.

21 MR. WILSON: I would suggest striking the
22 word interconnection in the line that is five from the
23 bottom. It says, the new language says:

24 Qwest will engineer a route for CLEC to
25 provide interconnection facilities

01871

1 between the non-adjoining CLEC
2 collocation.
3 MS. BUMGARNER: That's fine, we can delete
4 that word.
5 MR. WILSON: I think, yeah, I think putting
6 interconnection there might confuse some people.
7 JUDGE RENDAHL: Is that agreeable to
8 everyone?
9 MR. KOPTA: Do the spaces need to be there at
10 the end of that?
11 MS. BUMGARNER: I'm sorry, say again.
12 JUDGE RENDAHL: Is a word missing?
13 MR. KOPTA: At the end of that sentence,
14 between the non-adjoining CLEC collocation, do we need
15 spaces or some other word there?
16 MS. BUMGARNER: I deleted too much. I will
17 put a dash.
18 MR. KOPTA: Okay.
19 JUDGE RENDAHL: Okay, with those two, is
20 there anything else besides those two modifications for
21 this Section 8.2.1.10?
22 Okay, how about the 8.2.1.10.1, have we
23 gotten there yet?
24 MS. BUMGARNER: The highlighted language
25 that's at the end of that, that was language that was

01872

1 added in Oregon, and this was to address a concern,
2 CLECs were concerned that if they were offered space
3 that wasn't sufficient and they denied it that they
4 might be removed from the list, the queue, and so this
5 sentence was added, and we reached agreement there in
6 Oregon.

7 JUDGE RENDAHL: Is that acceptable to all the
8 parties?

9 MR. WILSON: Yes.

10 JUDGE RENDAHL: Okay, good.

11 MS. STRAIN: Mr. Griffith had a comment on
12 that, that this provision has a 10 day period for the
13 CLEC to provide an application, 10 calendar days, within
14 10 calendar days of receipt of notification, and
15 Mr. Griffith's comment was that it should be 15, but I'm
16 not sure what the basis is for his comment. It could be
17 that it's in the collocation rule, but I'm not positive
18 of that.

19 MR. KOPTA: I think that's the Commission
20 rule.

21 JUDGE RENDAHL: That's based on Commission
22 rules.

23 MS. BUMGARNER: But I thought that that 15
24 days was about with a new application. These intervals
25 are really after we tell the CLEC that there's space

01873

1 available that they need to get back to us within that
2 time frame or else remove them from the queue, or did I
3 miss something in the rules?

4 MR. KOPTA: I think you're right. I think
5 that Mr. Griffith's concern was with respect to the
6 interval for the CLEC to get back on the original
7 application was 15 days.

8 MS. BUMGARNER: Right.

9 MR. KOPTA: You're talking about -- this
10 section is talking about something that's completely
11 different. If you've been denied, space suddenly
12 becomes available, they say, hey, we've got some space,
13 do you want it, you've got to get back to them.

14 MS. STRAIN: So in your opinion, ten days is
15 not onerous or unreasonable a period for you to get back
16 in this situation? Are you saying it's a less extensive
17 process or --

18 MR. KOPTA: I think you have to balance the
19 concerns of saying, gee, we want enough time to evaluate
20 whether we want the space with the fact that we've
21 probably got people behind us that want the space, so, I
22 don't know, we don't have a problem with ten days.

23 MS. STRAIN: Okay, if you don't, I don't.

24 JUDGE RENDAHL: Okay. Is there anything else
25 on these two sections, or it seems there's general

01874

1 agreement?

2 Let's move on, and you have another section?

3 MS. BUMGARNER: Yes.

4 JUDGE RENDAHL: Okay, this will be marked as

5 Exhibit 447, and this is revised SGAT Section 8.2.1.13.

6 Again, this is marked as Exhibit 447. Before

7 you go ahead, I think Ms. Strain has a few questions.

8 MS. STRAIN: Speaking as Mr. Griffith.

9 Section 8.2.1.11 regarding denial of space, it looks

10 like what he's proposing here is -- maybe I can talk to

11 you off the -- maybe off the record, should we go off?

12 JUDGE RENDAHL: Okay, let's be off the record

13 for a few minutes.

14 (Discussion off the record.)

15 JUDGE RENDAHL: While we were off the record,

16 Ms. Strain explained comments that Mr. Griffith had

17 raised concerning Sections 8.2.1.11 and 8.2.1.12,

18 particularly that certain portions of the Commission's

19 collocation rule making needed to be referenced in those

20 two sections. And staff and Qwest will work together as

21 a takeback to incorporate those into those sections.

22 Okay, now going next to Section 8.2.1.13, and

23 Ms. Bumgarner has passed out an exhibit marked as 447

24 with changes.

25 Ms. Bumgarner.

01875

1 MS. BUMGARNER: Yes, Section 8.2.1.13, this
2 was revised based on discussions in Colorado, and then
3 the highlighted sentence was added in the Oregon
4 workshop. But this is the section that we talked a
5 little bit about earlier, which is to provide a Web site
6 where we post all of the premises that are full and that
7 we continue to update that Web site document with new
8 information. Whether that information is gained through
9 the space availability report or when we do feasibility
10 studies, the reservation process, any of those, we would
11 update this Web site.

12 We have also added four additional elements
13 based on the previous discussions to indicate like the
14 number of CLECs that are in queue at a particular
15 premise, whether or not the premises have been equipped
16 with DS-3 capability, estimated completion dates for any
17 power jobs that we might have going. And then the last
18 item was to address the address issue of remote premises
19 that have been inventoried. So perhaps that last one
20 needs to change as we reconsider the previous section.

21 At any rate, this proposed language, like I
22 said, was based on discussions in Colorado and then also
23 in Oregon providing the particular Web site for the
24 premises. This is included in Paragraph 58 of the first
25 order in CC Docket 98-147. It's the FCC's rule

01876

1 51.321(h).

2 Any comments?

3 MS. STRAIN: Why don't you guys go first.

4 MR. MENEZES: Yeah, I have a question. It
5 seems like from what you said that the first sentence is
6 one activity, Qwest will identify premises that are
7 full. And then the second sentence with the sub, the
8 little (a) through (d) bullets, is in addition to
9 identifying those which are full, we're going to also
10 tell you from these reports the following things. Is
11 that right?

12 MS. BUMGARNER: Yes.

13 MR. MENEZES: Okay. Because as I read it, it
14 was unclear to me that that was what was intended.
15 Could we just add at the beginning of that second
16 sentence, in addition, the publicly available documents
17 shall include, you know, just as it's written. I think
18 that just clarifies it for me a little anyway.

19 MS. BUMGARNER: Yes.

20 MR. MENEZES: Okay, thank you.

21 JUDGE RENDAHL: Any objections to that
22 additional language?

23 Okay.

24 MS. STRAIN: A couple of comments. One is
25 that you have a publicly available document posted for

01877

1 viewing on the Internet. If a CLEC requests that
2 document in any other form, will you provide it?
3 MS. BUMGARNER: In any other form, I'm sorry?
4 MS. STRAIN: If they just said, could you,
5 you know, say somebody doesn't have Internet access, can
6 they get it mailed to them?
7 MS. BUMGARNER: If they were to ask for it.
8 MS. STRAIN: I mean I don't know if it's, you
9 know, you can just say upon request, you will provide a
10 copy of it to --
11 MS. BUMGARNER: I don't know why we wouldn't.
12 I mean, yeah, I can write -- do you want us to add some
13 words, upon request some other form?
14 MS. STRAIN: If you could maybe just say that
15 you would provide a copy of the document to any CLEC
16 upon request. I mean I know that most of them will
17 obtain it through Internet access.
18 MS. BUMGARNER: Was there another?
19 MS. STRAIN: Pardon me?
20 JUDGE RENDAHL: Other issues.
21 MS. STRAIN: Yes. For any CLEC that has been
22 denied collocation because there wasn't space, will they
23 be notified in some way when the space does become
24 available? Is that part of the whole queuing thing?
25 MS. BUMGARNER: Yeah.

01878

1 MS. STRAIN: That they would be the next ones
2 to know when a space becomes available if they were the
3 ones that were denied?
4 MS. BUMGARNER: Yes, that's in the previous
5 section that we talked about, that 8.2.1.10.1, that
6 really explains the queuing process and the list that's
7 maintained and, you know.
8 MS. STRAIN: Okay.
9 MS. BUMGARNER: Notification. It's kind of a
10 first in, first out.
11 MS. STRAIN: So in other words, they don't
12 have to go to the Web site to check and see if --
13 MS. BUMGARNER: Oh, no.
14 MS. STRAIN: -- suddenly space becomes
15 available, they will get notified?
16 MS. BUMGARNER: They will get notified.
17 MS. STRAIN: Okay.
18 MS. HOLIFIELD: Margaret, can I ask you a
19 question. Do you envision that you're going to have a
20 listing of all premises and it will say yes or no
21 availability, or are you just going to have a listing
22 that says these premises don't have availability?
23 MS. BUMGARNER: Actually, what I see
24 happening -- let me check one thing.
25 JUDGE RENDAHL: Let's be off the record for a

01879

1 moment.

2 (Discussion off the record.)

3 MS. BUMGARNER: I probably need to look at
4 the most recent version of it. I know that they're
5 updating the previous version, and I saw where they put
6 -- actually showed like physical collocation, yes, you
7 would say exhausted, virtual exhausted. They actually
8 have it like by type of collocation.

9 MS. HOLIFIELD: But would there be some in
10 there that would say physical collocation available, or
11 do you -- what I'm asking is are you just listing the
12 places that are full, or are you listing all?

13 MS. BUMGARNER: Oh, no, it's just the
14 locations that have exhausted.

15 MS. HOLIFIELD: But you must have done an
16 inventory of all the locations to decide which ones are
17 exhausted?

18 MS. BUMGARNER: No.

19 MS. HOLIFIELD: No.

20 MS. BUMGARNER: No. If you read that rule,
21 which is the FCC's Rule 51.321(h), that rule, the first
22 part of the rule starts out and talks about the space
23 availability report, and then the second part of the
24 rule indicates that you should post those premises that
25 are full.

01880

1 JUDGE RENDAHL: You will have to speak up.

2 MS. BUMGARNER: Post those that are full.

3 And so it doesn't have a requirement for us to try to
4 inventory all of the premises, but that assumes we know
5 that a premise is full. That's why we have indicated
6 that we would update this based on whether it was
7 through a space availability report or if a company asks
8 us for a feasibility report or through the reservation
9 process only to use up all of the space that we would
10 post those, and that we would also go back as soon as
11 jobs are completed to update those to indicate when more
12 space has been made available.

13 I think when you talk about in terms of
14 premises, and we have a couple of thousand wire centers,
15 but when you talk in terms of remote premises, now
16 you're talking in hundreds of thousands of premises, and
17 we have never had a request for remote collocation. It
18 would be a very extensive job to try to go out and do
19 that.

20 JUDGE RENDAHL: You will have to speak up.

21 MS. BUMGARNER: I'm sorry.

22 JUDGE RENDAHL: Or at least maybe turn
23 yourself toward the court reporter.

24 MS. BUMGARNER: It would be a very extensive
25 job to have to go out and do that kind of an inventory

01881

1 with the thousands and thousands of remote premises.

2 MS. HOLIFIELD: I guess what I was trying to
3 figure out is whether or not the CLEC is going to end up
4 paying for you to develop information that you have an
5 obligation to provide.

6 MS. BUMGARNER: And that's --

7 MS. HOLIFIELD: So I guess that's where I was
8 going.

9 MS. BUMGARNER: And that's actually under the
10 FCC actually says in that section when they talk about
11 it that states can allow us to recover our costs of
12 developing these reports, and it actually lists the
13 reports. It's Paragraph 58 of that order.

14 MS. HOLIFIELD: Which order?

15 MS. BUMGARNER: It's the first order.

16 MS. HOLIFIELD: Okay.

17 MS. BUMGARNER: On CC Docket 98-147.

18 JUDGE RENDAHL: Any other?

19 MS. BUMGARNER: At the very end of that
20 paragraph, this is a paragraph that talks about
21 submitting a report about available collocation space in
22 a particular premise. It's also the paragraph that then
23 says we should maintain a publicly available document
24 posted for viewing on the Internet indicating all
25 premises that are full. And then the last sentence of

01882

1 that paragraph says:

2 We expect that state commissions will
3 permit incumbent LECs to recover the
4 costs of implementing these reporting
5 measures from collocating carriers in a
6 reasonable manner.

7 MS. HOLIFIELD: So implementing the reports,
8 not the ongoing compilation of them, is that what it
9 says?

10 MS. FRIESEN: I have a copy of the report if
11 you would like to see it.

12 MS. HOLIFIELD: I can't find it, thank you.
13 I won't belabor it.

14 JUDGE RENDAHL: Is there anything else on
15 8.2.1.13?

16 Mr. Kopta.

17 MR. KOPTA: Yes, thank you. Maybe a
18 clarifying question, Ms. Bumgarner. On subsection (c)
19 of that section, one of the things that will be provided
20 is an estimated date for completion of power equipment
21 additions that will lift the restriction of collocation
22 at the premise.

23 MS. BUMGARNER: Yes.

24 MR. KOPTA: Does Qwest deny or restrict
25 collocation based on need to upgrade power at a central

01883

1 office?

2 MS. BUMGARNER: No, I mean we would take the
3 collocation order, but we also have to tell you that
4 it's going to be delayed as far as our ability to
5 provide power if we have to do the power upgrade. So we
6 had been asked to add that to this report so that if
7 there was a power problem in a particular office that we
8 knew that if you got your collocation space you still
9 weren't going to be able to get power for some period of
10 time, we were asked if we could post those that have
11 major power jobs going on, that that might influence a
12 CLEC's decision on whether they requested collocation
13 space in office A versus office C first.

14 MR. KOPTA: So then the Web site will include
15 a central office that maybe has space, it's just that
16 there's a problem with getting power.

17 MS. BUMGARNER: Yes.

18 MR. KOPTA: I see.

19 JUDGE RENDAHL: Mr. Wilson.

20 MR. WILSON: Yeah, I think we have a problem,
21 now that I understand what's going on, with how Qwest is
22 actually implementing the Web site now. I think we
23 differ in our interpretation of the FCC provision, and I
24 think there's a definite problem with respect to the
25 upcoming Washington PUC order with this provision.

01884

1 Because, for instance, with the PUC provision, it
2 appears to us that it will say -- part of -- part of
3 that order will read:

4 Each ILEC must maintain a list of all
5 its central offices in Washington in
6 which insufficient space exists to
7 accommodate one or more types of
8 collocation.
9 And then it goes on to give more detailed

10 data.

11 But what I'm hearing from Qwest is that now,
12 in fact, if the central office is not listed on the Web
13 site, the CLEC doesn't actually know if it has space
14 available or not. We only know when the list -- that
15 those listed do not have space. So any central office
16 that is not listed on the Web site, you would have to
17 pay money to find out does it, in fact, have space or
18 not. Even if it had been on the list before, it can
19 fall off the list when space becomes available, but the
20 space could be exhausted because of Qwest usage, for
21 instance, and the CLEC would have no knowledge of that.

22 So this has become again a guessing game, and
23 you have to go once again through the space availability
24 request to find out information which Qwest knows all
25 along, could have kept the Web site updated, had they so

01885

1 chosen to.

2 JUDGE RENDAHL: So you're concerned that this
3 particular language in 8.2.1.13 doesn't incorporate the
4 Commission's collocation rules that are as yet not
5 finally adopted and published.

6 MR. WILSON: That's correct. That's correct,
7 because there are -- we know there are central offices
8 where Qwest has never looked because no one ever
9 requested, and I was prepared to say -- to kind of rest
10 on that issue.

11 But now given the new language and the
12 statements just made, I'm concerned, because in addition
13 to those offices where no one has ever gone and someone
14 would have to make a request and then Qwest would go
15 survey, but in addition to that, you could have an
16 office in downtown Seattle that had no space, it was on
17 the list, space was then cleaned up, and it went off the
18 list, but Qwest for its own uses could use the space up
19 again, and a CLEC could go in and assuming that space
20 was now available, they could be wrong. They could send
21 in a request or send in an application, a collocation
22 application, and be rejected when they assumed that
23 space was available because it was not on the full list.
24 So the full list is no longer any good. That's what I'm
25 saying.

01886

1 JUDGE RENDAHL: Okay, is it then appropriate
2 maybe to ask Qwest to take this back, 8.2.1.13, to
3 ensure that it is consistent with the Commission's rules
4 on this issue?

5 MR. CATTANACH: We can certainly do that,
6 Your Honor. But I will say that as Mr. Wilson just
7 described that, I would respectfully disagree with his
8 characterization. I don't agree with that at all. But
9 rather than debate the point here, we can take it back
10 and take another look at it, but I don't think it's
11 correct.

12 MS. FRIESEN: The paragraph itself is
13 internally inconsistent. First you say you will provide
14 all premises that are full, which is complying with what
15 the FCC tells you you have to do. In the last, the
16 added new language, says the publicly available document
17 shall include, based on information Qwest develops from
18 space availability report process, there's the qualifier
19 that changes what the first sentence said you would do.

20 That qualifier says that what's on your Web
21 site is only the stuff you discovered through space
22 availability reports and nothing else. It would not be
23 the example where you have a wire center that's full
24 because no one has asked for a space availability
25 report, yet it hasn't ended up on your Web site, but you

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1 guys already know it's full. That's the issue
2 Mr. Wilson is trying to get at.

3 JUDGE RENDAHL: But my understanding is
4 AT&T's proposed additional language, in addition, the
5 publicly available document shall include based on, and
6 would that then take care of the issue that you have --
7 that we are talking about?

8 MS. FRIESEN: But isn't it their
9 implementation of that language that's inconsistent? I
10 mean you're right with the addition of in addition.

11 MS. HOLIFIELD: But, Your Honor, I asked
12 Ms. Bumgarner, in fact, was this going to be every
13 office that was full, would that be on this list, and
14 she said, no, only the ones we have looked at. So I
15 think that Ms. Friesen is interpreting exactly right the
16 way they're going to implement it.

17 JUDGE RENDAHL: Okay, so the language as AT&T
18 proposed and Qwest apparently agrees is not the problem,
19 it's the implementation that's apparently in dispute at
20 this point?

21 MR. MENEZES: That's right.

22 MS. FRIESEN: That's right.

23 JUDGE RENDAHL: Now implementation issues, is
24 it correct that those are more appropriately addressed
25 in a later workshop on performance? And I don't know

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1 that there's necessarily a performance indicator on this
2 particular provision, but I just want to propose that to
3 the parties. How do we want to deal with this
4 implementation/performance issue in the context of this
5 section?

6 MR. CATTANACH: If I could just follow up on
7 that, Your Honor.

8 JUDGE RENDAHL: Mr. Cattanach.

9 MR. CATTANACH: Again, what I'm hearing is
10 that that's never happened, that no one has said this
11 has happened to us, we have gone, and we thought it was
12 available, we found out it wasn't. So I mean if there
13 is a performance issue, no one has told us about it yet.
14 What we're saying is there's a hypothetical question.
15 Now if someone says, we had this happen to us, then I
16 think it is important to find out where it happened, how
17 it happened, when it happened.

18 MS. FRIESEN: You just admitted on the record
19 that your intent, regardless of what the language says,
20 is to put on the Web site only that which you discovered
21 through your availability reports is full. That's what
22 I understood the discussion to be --

23 MR. CATTANACH: That's what the FCC says.

24 MS. FRIESEN: -- between the McLeod attorney
25 and Ms. Bumgarner.

01889

1 MR. CATTANACH: We believe --

2 MS. FRIESEN: So that is the disputed issue,
3 and can that be resolved in the OSS testing
4 premeasurement performance process? Absolutely not. I
5 don't think it's associated with it, therefore we
6 probably have to resolve it here, which means that your
7 actual implementation versus what the language in the
8 SGAT says is at issue and apparently in dispute, and we
9 probably ought to brief it in the workshop process.

10 JUDGE RENDAHL: That's what I'm trying to
11 find out from all of you is how you wish to handle this
12 issue of implementation. And it seems to be maybe it's
13 better characterized as a dispute over interpretation of
14 what the FCC language requires. Is that maybe,
15 Mr. Kopta, unless you have a better --

16 MR. KOPTA: Well, one of the things that I
17 was thinking is that given that there seems to be a
18 disconnect in how this language is interpreted, it may
19 not be strictly a performance or a way of implementing
20 the provision that's at issue. It may be that it is a
21 language issue. It may be that it needs to be clarified
22 one way or the other that if Qwest is correct that it
23 need only provide those offices that it discovers
24 through these processes that are maintained on the Web
25 site, or if the other CLECs are correct, that Qwest is

01890

1 obligated to undertake an inventory or keep an updated
2 list of all central offices in Washington and the status
3 of collocation.

4 So I think you can resolve them through
5 language. It's not necessarily something to focus
6 completely on implementation. I think it needs to be
7 clear what the obligation is and not just leave the
8 language as it is and have a dispute over how it's going
9 to be handled. I think you can still do it through a
10 language kind of a process that we're doing right now.

11 JUDGE RENDAHL: Ms. Hopfenbeck.

12 MS. HOPFENBECK: I think I would agree with
13 your characterization of how to handle this at this
14 point, which is that I think it is appropriately
15 addressed as a legal issue in this face of the
16 proceeding as to what the appropriate interpretation is
17 of this.

18 JUDGE RENDAHL: And then arising from that
19 dispute, there would be a resolution of the language on
20 the SGAT by the Commission if it's an impasse issue
21 between the parties?

22 MS. HOPFENBECK: Yes.

23 JUDGE RENDAHL: Is it appropriately,
24 Mr. Cattnach, an impasse issue, or is this something
25 that Qwest is willing to take back?

01891

1 MR. CATTANACH: Two questions, Your Honor. I
2 just want to understand, is it the position of AT&T and
3 others that Qwest is now supposed to go out and
4 inventory each and every one of its premises including
5 remote?

6 MS. FRIESEN: No, our position is that you
7 probably should be consistent with the Washington no
8 collo order, which tells you -- all wire centers that
9 are full. That's what we're looking for, not
10 necessarily that you go and inventory all your remote
11 and tell us on the Web site the ones. We're trying to
12 be consistent with the Washington order, as we
13 understand it.

14 MR. CATTANACH: Just to follow up if I may
15 then, let's just assume for purposes of discussion we
16 were to make a distinction between wire centers and
17 others, and let's assume further that we were to make
18 some progress about an inventory. I put that as B. We
19 would then have in any event, if I'm understanding where
20 you're going possibly, we would have to change 8.3.1.13
21 to create a distinction between wire centers and other
22 premises.

23 MR. WILSON: I think we need to do that.

24 MS. FRIESEN: We're trying to find a position
25 that is a bit of a compromise, recognizing and

01892

1 appreciating your argument that inventorying all your
2 remote sites and trying to include whether or not
3 they're full on your Web site is a horrific task. What
4 the Washington order tells you to do is just look at
5 your wire centers, that ought to be a fairly simple
6 task, and put whether or not they're full on the Web
7 site, and that's all we're asking.

8 JUDGE RENDAHL: Given that we probably are in
9 need of a break, is this an appropriate time to take
10 that break and let Qwest think over your request and
11 come back and discuss it when we get back on the record?

12 Mr. Cattanach.

13 MR. CATTANACH: Your Honor, I would like
14 certainly to continue to think about it, but I suspect
15 that's something we're not going to be able to come back
16 at the end of the break, just so we're clear. We need
17 to have a little bit more discussion.

18 But if you wanted to get this closed out for
19 purposes of discussion now, I would consider this to be
20 a Qwest takeback as to whether some modification might
21 be appropriate. And I certainly by saying that, I don't
22 want to hold out a great deal of hope, but it's
23 certainly something we can take a look at and see if
24 there is some accommodation we will do.

25 JUDGE RENDAHL: Okay, well, then we will take

01893

1 this as a Qwest takeback to look specifically at the
2 issue that Ms. Friesen raised about whether this can be
3 made consistent with the Commission's collocation rules
4 that are as yet not published through the code advisor
5 and there's no formal order out yet, as I understand.
6 And Qwest will get back to the parties by the January
7 follow-up workshop.

8 However, I do have a question. Is that
9 language that AT&T proposed, the in addition language,
10 still -- is that a part of the takeback, or should we
11 say that that is in agreement as of today?

12 MS. BUMGARNER: We agreed to that change
13 today unless we have to change the entire writing
14 because of whatever needs to be done for the Washington
15 rules.

16 JUDGE RENDAHL: Okay, so there is agreement
17 on that one bit, and the rest will be a takeback.

18 First Mr. Wilson and then Ms. Hopfenbeck.

19 MR. WILSON: And I would just encourage Qwest
20 to make the proposed rewrite actually reflect the
21 process that they intend to employ.

22 JUDGE RENDAHL: Okay, and Ms. Hopfenbeck.

23 MS. HOPFENBECK: The question that Ms. Strain
24 posed to Ms. Bumgarner, was that a request for a
25 specific modification to this provision, and did Qwest

01894

1 agree to it, and is there language that we're -- which
2 is --

3 JUDGE RENDAHL: About providing a copy upon
4 request in some alternate form?

5 MS. STRAIN: I have a feeling that might be
6 included in the rules, and so when you take this back to
7 look at the rules, then --

8 MS. BUMGARNER: But I have that noted down.
9 It will be added either way.

10 MS. HOPFENBECK: Okay, so it is in there.

11 JUDGE RENDAHL: Okay, is there anything
12 further on 8.2.1.13 before we take a break?

13 Okay, hearing nothing, we will be off the
14 record until 3:25.

15 (Recess taken.)

16 JUDGE RENDAHL: When we went off the record,
17 I guess we finished up our discussion on 8.2.1.13.

18 Where do we go next, Ms. Bumgarner?

19 MS. BUMGARNER: Not too far. I have another
20 handout.

21 JUDGE RENDAHL: Another handout, that will be
22 marked as Exhibit 448. And Exhibit 448 is revised SGAT
23 section 8.2.1.14.1.

24 Ms. Bumgarner.

25 MS. BUMGARNER: Okay, this Section

01895

1 8.2.1.14.1, the changes that we have made to this
2 section reflect the change in the Washington order.
3 Changed the words -- the FCC had used the words unused
4 obsolete equipment, and the Washington order used the
5 words inactive or under utilized, so we have made that
6 change to this.

7 We have also indicated that the cost of
8 removal of this equipment would be born by Qwest, but
9 the cost of grooming circuits to vacate the equipment
10 would be born by the CLEC. And that's, I believe the
11 Washington order talks about consolidating circuits.

12 So that's the changes that we have made. I
13 also believe this addresses a comment by Excel in your
14 supplemental comments.

15 MR. KOPTA: Correct.

16 JUDGE RENDAHL: Anything further, Mr. Kopta?

17 MR. KOPTA: Just one thing. I appreciate the
18 language changes, and that is certainly consistent with
19 at least the use of inactive or under utilized is
20 consistent with the Washington order and the new rule.

21 The one concern that I do have though is, and
22 perhaps Ms. Anderl can correct me if she has a different
23 recollection, is that the order allowed Qwest to come to
24 the Commission for the cost of grooming, to request
25 that. I don't remember that the order actually

01896

1 authorized Qwest to get the cost of grooming. I think
2 that's an open issue still. I don't think it was ever
3 resolved as to who would be responsible for that cost,
4 but it was an opportunity for Qwest to come to the
5 Commission if it wanted to seek those costs, but there
6 was no guarantee that Qwest would get them.

7 MS. ANDERL: Right, and I know that CLECs
8 have been willing to pay those costs in the past. And
9 in order to clarify that, that is our proposal in the
10 SGAT. And I can -- you and I can certainly both go back
11 to that order and look, but I agree with you, it did not
12 mandate at that point in time that the costs must be
13 born by the CLEC requesting the grooming.

14 MR. KOPTA: Okay.

15 MS. ANDERL: We believe that's the
16 appropriate outcome though.

17 JUDGE RENDAHL: So it's more of a Qwest
18 proposal than what you interpret the rules to require?

19 MS. ANDERL: Yes.

20 MR. KOPTA: And if you have done this, is
21 there some information that you have in terms of the
22 size of the cost? I mean if it's a minimal cost, then
23 it may not be a big deal. If it's a fair amount of
24 money, then it may be a big deal. So I guess can you
25 give us some information in terms of what the relative

01897

1 cost is of grooming off ten circuits or the average that
2 has been experienced in the past when you have done
3 this?

4 MS. ANDERL: Let me double check. I think
5 originally we had proposed to do it on a per grooming
6 job basis and then realized that variations in the size
7 of a job would just be too great to come up with an
8 average per job cost. And so my recollection is that we
9 charged on a per circuit basis. I can probably get you
10 a figure that, you know, what Qwest -- what CLECs have
11 paid in the past.

12 MS. FRIESEN: I'm trying to understand what
13 it is they're paying for, so if you're moving a circuit
14 off an obsolete piece of equipment or an unused piece
15 of --

16 MS. ANDERL: Under utilized.

17 MS. FRIESEN: Under utilized.

18 MS. ANDERL: It still has live circuits on
19 it.

20 MS. FRIESEN: Right.

21 MS. ANDERL: It still has customers in
22 service.

23 MS. BUMGARNER: We're trying to consolidate
24 circuits over to other equipment and vacate a piece of
25 equipment that you can remove to free up space.

01898

1 MS. FRIESEN: So what's entailed in the
2 grooming? Could you explain that to me just a little
3 bit? I understand moving a circuit, but I would like to
4 understand a little more precisely what grooming is.

5 MS. ANDERL: That's that.

6 MS. BUMGARNER: You have to determine what
7 function that equipment is performing for that
8 particular circuit, what other equipment you have in
9 that office that then you can move those circuits to and
10 if you have another piece of equipment in that office
11 that you can move them to. So it's just a matter of the
12 design engineers taking a look at that and then going in
13 and doing the physical work to move those circuits.

14 JUDGE RENDAHL: Ms. Hopfenbeck, I think you
15 had a question pending for a while, and then Mr. Wilson.

16 MS. HOPFENBECK: One of my questions was, are
17 these changes that are being proposed for 8.2.1.14.1
18 Washington specific changes that will not show up in
19 SGATs in any other state?

20 MS. BUMGARNER: Yes, these are Washington
21 only, related to their rules. And like I said, the
22 FCC's words were actually unused obsolete, which is a
23 little different situation in terms of the grooming when
24 we talk about under utilized equipment.

25 MS. HOPFENBECK: I just wanted to make sure I

01899

1 understood that.

2 And then secondly, when you in answer to
3 Ms. Friesen's questions on grooming, I understood you to
4 describe a number of different tasks, one of which would
5 be the task of, you know, the engineer just going and
6 taking the circuit from one piece of equipment and then
7 moving it and putting it over here, just using one of
8 those little machines that, whatever, those punch down,
9 is it a punch down machine.

10 But the other activities you described
11 included sort of an analysis of the equipment, and I'm
12 curious why that kind of cost would be considered part
13 of grooming as opposed to part of the cost that would be
14 born by Qwest as cost of removal of the equipment. I
15 mean initially there's the analysis to see whether
16 there's a place to move the circuits. I assume if
17 there's not, that's the end of the issue. Wouldn't that
18 be fair?

19 MS. BUMGARNER: We would probably then have a
20 problem in not being able to consolidate circuits off of
21 that equipment. I mean that would be a situation that
22 we could not remove it if those are active circuits that
23 we have customers on.

24 But it's probably a simplified statement to
25 say just analyze that to be able to go in and move those

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1 circuits. You may have to design engineer a route, the
2 equipment you're moving it to may be on a different
3 floor at the office. So you may, in fact, have to be
4 adding cable to move those circuits. So it may not be a
5 totally simple job of just moving a jumper over to
6 another piece of equipment. I mean you may actually
7 have to do some engineering and cabling to move those
8 circuits.

9 MS. HOPFENBECK: And those kinds of
10 activities would be included in the grooming?

11 MS. BUMGARNER: Yes.

12 JUDGE RENDAHL: Mr. Wilson, you had some
13 questions.

14 MR. WILSON: First, I have a question, then I
15 have a comment. The question is for inactive equipment,
16 would there ever be a grooming charge?

17 MS. BUMGARNER: No, there shouldn't be on the
18 inactive, I mean unless it's inactive but it's brand new
19 equipment that you haven't put anything on, then we
20 probably wouldn't want to take it out. We might have
21 some brand new equipment that we have just put in. If
22 somebody noticed that there were no circuits on it, we
23 may have just installed it.

24 MR. WILSON: Well, I would assume that a
25 brand new piece of equipment wouldn't fall under

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1 something that -- so I was mostly just asking for
2 inactive equipment that kind of looks like the same as
3 obsolete.

4 MS. BUMGARNER: Right.

5 MR. WILSON: Okay.

6 MS. BUMGARNER: I would term inactive as
7 being in the same category as the obsolete. It's really
8 those where you're talking about the under utilized, and
9 I think the Washington Commission's rules talk about
10 consolidating on circuits, so I think they envisioned
11 that you would be able to move circuits off over to
12 another piece of equipment.

13 MR. WILSON: Okay. Then the comment is as
14 far as the cost of grooming being born by the CLECs, I
15 have been involved in grooming activities in network
16 optimization for long, long time. That's an effort that
17 saves a company money in the long run. You're
18 effectively taking say two pieces of equipment that were
19 doing the job of one piece, and you're moving circuits
20 to the one piece. You're saving the -- up the -- at the
21 minimum, you're saving maintenance and management of the
22 second piece of equipment. Many times you can use the
23 second piece of equipment somewhere else in your network
24 to handle circuits where built is being experienced.

25 So I think if the CLECs were charged for this

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1 grooming activity, we would essentially be paying Qwest
2 for something they should have done in the first place,
3 which is to efficiently manage their network. Being as
4 the rate payers are supporting this network, I think
5 that Qwest should do the grooming as the normal course
6 of their business and that it should not be charging the
7 CLECs for that.

8 JUDGE RENDAHL: So sort of as a follow up to
9 the discussion between Ms. Anderl and Mr. Kopta, AT&T
10 would object to Qwest's proposal then that the costs be
11 born by the CLECs?

12 MR. WILSON: Yes, we would propose to strike
13 the last sentence.

14 MS. BUMGARNER: And we would disagree with
15 that. I believe there's a difference between looking at
16 efficient running of a network. We go in and do look at
17 our offices and do perform grooming, but we're not in
18 there every other day just scouting around. And it's
19 whether or not you're spending the money right now for
20 equipment that might be able to sit there for some
21 period of time, that you don't need to go in and spend
22 that money to pull it out. There's no reason.
23 Particularly in this case where you're talking about
24 under utilized, it's active equipment. It has active
25 circuits on it. So I just don't think that that's

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1 reasonable to expect us to be in there looking to be
2 grooming equipment constantly.

3 MR. WILSON: Well, part of my statement is
4 based on the assumption that if you have a piece of
5 equipment which today it's under utilized but you're
6 experiencing growth in the office which will project
7 additional capacity needed on that piece of equipment,
8 that that would not be considered by Qwest a candidate
9 for grooming to provide more space. In fact, you would
10 maintain in that case that you could not groom or put
11 off that equipment, that it was needed for growth.

12 Given that assumption, we're talking about in
13 general here equipment that is probably on the way out,
14 it may be outdated, it may be very few circuits on it,
15 and it probably should have been groomed off of and
16 gotten rid of years ago, and I think -- I think it is
17 not appropriate for the CLECs to pay for that.

18 MS. ANDERL: If I could just add a couple of
19 things to give some context around the issue when it was
20 first developed or brought before the Commission maybe
21 two or three years ago, I think one of the things that
22 we talked about, and I can't frankly say it's an issue
23 or not, but if that equipment is reusable but not
24 immediately reusable and we remove it for the benefit of
25 the CLEC, we have to find someplace to store it at some

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1 cost unknown to me, but some cost of warehousing it,
2 moving it and warehousing it. You know, so that was a
3 part of it.

4 And that I think the other thing that is just
5 important to remember is that the Commission had an
6 opportunity to consider what portions of the removal
7 that Qwest was required to pay for and did very clearly
8 say that there was a certain aspect of it that Qwest was
9 required to pay and left the other question open. So I
10 guess it's, you know, right for it to be debated now,
11 but I certainly don't think that simply the AT&T
12 allegations about prudent network management, which were
13 allegations that were made in the context of the prior
14 docket, ought to be any more persuasive in this case
15 than they were in the earlier docket.

16 MS. FRIESEN: So then given that premise,
17 would you agree that perhaps it should be taken back to
18 the Commission on a case-by-case basis to determine
19 whether or not it's appropriate for you guys to be
20 charging?

21 MS. ANDERL: No.

22 MR. WILSON: Well, I think the open ended
23 statement is highly inappropriate. If Qwest has some
24 way they would like to restrict this to a more
25 reasonable proposal, maybe that we could find a middle

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1 ground. But if this was simply -- it seems to leave the
2 door open for the CLECs paying for maintenance of the
3 network to happen on its own.

4 MS. STRAIN: Ms. Anderl, do you have a cite
5 for the order that you have referred to, what docket it
6 is?

7 MS. ANDERL: I will bring a copy or multiple
8 copies if you would like for distribution tomorrow. I
9 believe it was a consolidation of some of the original
10 arbitration dockets, and I think the first number was
11 960323, the MFS arbitration.

12 MR. KOPTA: Unfortunately, it was never
13 officially consolidated.

14 MS. ANDERL: No, it never --

15 MR. KOPTA: But it was MFS, ELI, and TCG
16 arbitrations.

17 MS. ANDERL: What was it, like September of
18 '97 that the order came out that we have been talking
19 about?

20 MR. KOPTA: Well, there was an initial order
21 from the ALJ and then a Commission order that came out
22 the following year, so I think the Commission order was
23 early '98.

24 MR. REYNOLDS: I think February.

25 MR. KOPTA: Something like that.

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1 MS. ANDERL: I can bring copies of both those
2 decisions tomorrow.

3 JUDGE RENDAHL: Okay, that would be helpful.
4 It appears that at this point there's an impasse on the
5 sentence, the cost of grooming circuits to vacate the
6 equipment shall be born by CLEC. Other than that, is
7 there disagreement over this section?

8 Okay, then that I will include that as the
9 impasse issue in 8.2.1.14.1.

10 Is there any discussion about the subsections
11 one and two?

12 Hearing nothing, then the only issue in
13 dispute at this point is the sentence regarding the cost
14 of grooming.

15 Then let's move on. Do you have an
16 additional exhibit?

17 MS. BUMGARNER: Yes, we do.

18 JUDGE RENDAHL: And this will be marked as
19 Exhibit 449. It is revised SGAT Section 8.2.1.17.

20 Ms. Bumgarner.

21 MS. BUMGARNER: Yes, Section 8.2.1.17, this
22 language, the highlighted language, was agreed to in
23 Oregon. We had reached -- previously we had reached
24 agreement on this particular section I believe in
25 Colorado and Arizona, and then the highlighted changes

01907

1 were made in Oregon.
2 Anybody have any comments?
3 JUDGE RENDAHL: Any problems, issues?
4 MS. FRIESEN: Let me ask a quick question
5 that is not related to this. Are we going to go back
6 and pick up 8.2.1.14.2 on reconditioning space?
7 JUDGE RENDAHL: Well, I guess I had asked
8 whether --
9 MS. BUMGARNER: Oh, I'm sorry, I missed it,
10 yes, we will.
11 JUDGE RENDAHL: Okay, well, let's go back to
12 Exhibit 448 then.
13 MS. BUMGARNER: It's not on there. It's one
14 I didn't have a handout for. That's why I missed it.
15 JUDGE RENDAHL: Oh, I'm off by a number.
16 Let's go through this, and then we'll go back to
17 8.2.1.14.2.
18 MS. BUMGARNER: Were there any comments on
19 this section?
20 JUDGE RENDAHL: Okay, hearing nothing, it
21 looks like there's agreement, so let's go back to
22 8.2.1.14.2.
23 MS. BUMGARNER: I apologize, I missed it.
24 This section on the reconditioning of space, there were
25 no changes made after the exhibit that I filed with my

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1 rebuttal testimony, so there were no changes made in
2 Oregon on this one.

3 Currently this one, we don't believe that
4 it's reasonable to recondition things like
5 administrative space. That requires extensive
6 remodeling sometimes using multiple subcontractors and
7 things like having to remove carpets, put in air
8 conditioning, remove asbestos, and lots of things that
9 you run into when you're reconditioning administrative
10 space. So this language was proposed to try to address
11 the unique circumstances around administrative space and
12 that those ought to be handled in a longer time frame.

13 MR. WILSON: And AT&T's point is that the FCC
14 did not distinguish between conditioned and
15 unconditioned space, so that we disagree that other
16 intervals are applied to this type of space. In
17 addition, even though there are some intervals given in
18 this paragraph, it doesn't seem to completely specify
19 the intervals in total, and we are concerned with that.

20 MS. BUMGARNER: And we will be proposing some
21 intervals later when we get into the individual terms
22 and conditions sections. They will be based on the
23 FCC's order on our conditional waiver and also what we
24 filed with the State of Washington in that the FCC
25 references to an ex parte that we had provided and the

01909

1 time frames that we had put in that, the FCC cites those
2 in their order around what's required for power upgrades
3 and providing air conditioning. So we would be at
4 impasse on this particular section. We do believe that
5 it requires more time to deal with these major
6 constructions.

7 MS. FRIESEN: I would just like to clarify
8 for the record that the FCC decision number 00-297 at
9 Paragraph 27 expressly states that the 90 day interval
10 applies whether the space is conditioned or
11 unconditioned, and that's what AT&T bases its position
12 upon.

13 JUDGE RENDAHL: Mr. Menezes.

14 MR. MENEZES: Question for Ms. Bumgarner.
15 Another perhaps as sort of a sub part of the interval
16 question is this provision 8.2.1.14.2 contemplates a
17 denial that Qwest would provide the CLECs with a denial
18 of its collocation application due to a lack of space
19 rather than providing a quote that covers
20 reconditioning, that addresses what would need to be
21 done and what the cost would be to recondition the
22 space. Are you also saying that we are at impasse on
23 whether Qwest could do that, in other words, not issue a
24 denial of the application, but actually respond with a
25 quote that contemplates reconditioning that would be

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1 done to accommodate that application?

2 MS. BUMGARNER: The way the FCC's rules read,
3 as I recall, it indicates that the CLEC may request that
4 we recondition the space, so we intend to do it based
5 upon request, not that we would be going in and looking
6 to immediately recondition administrative space.

7 MR. MENEZES: Do you have a cite to that rule
8 at all? It's not coming to mind.

9 MS. BUMGARNER: I would need to find where
10 the words are in here. I don't have it in front of me.

11 MR. MENEZES: Okay.

12 JUDGE RENDAHL: Ms. Friesen.

13 MS. FRIESEN: Before we move on, could I ask
14 a question. In this paragraph, you're saying that Qwest
15 will develop quotes for this work within 60 business
16 days.

17 MS. BUMGARNER: Yes.

18 MS. FRIESEN: Why is that business days and
19 not calendar days?

20 MS. BUMGARNER: We believe that the
21 additional time is required because when you're dealing
22 with reconditioning of administrative space, typically
23 we're dealing with multiple subcontractors and trying to
24 get responses from them on what they will be charging to
25 do things like asbestos removal, coming in and tearing

01911

1 up carpets, forming work. Sometimes you have water
2 lines running through these spaces because they're
3 actually places where we have people working. So it is
4 fairly extensive remodel work that has to be done to
5 these administrative spaces.

6 MS. FRIESEN: It is or it may be?

7 MS. BUMGARNER: It can be. It depends on the
8 space itself. But if you're talking about
9 administrative space, typically where we have people
10 working in there, we have carpets and a lot of stuff
11 that you don't typically deal with in a normal central
12 office space.

13 JUDGE RENDAHL: Ms. Hopfenbeck.

14 MS. HOPFENBECK: Just to follow up on this
15 discussion briefly, this interval that's being discussed
16 here, which is the 60 business days, is 60 business days
17 necessary to develop the quote for the work, and the
18 answer that you have just given, Ms. Bumgarner, really
19 seemed to respond more to what was entailed in having
20 multiple contractors doing the work, and I just would
21 like to ask you again why 60 business days would be
22 required to develop the quote?

23 I mean we're talking about in the FCC's
24 default provisioning intervals are 90 days. I
25 understand that the waiver of their -- there has been

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1 some modification, but we're now talking about not even
2 being able to prepare a quote within 60 business days,
3 and that seems to me to be excessive.

4 MR. WILSON: And I suggest we be honest,
5 let's put 84 calendar days, that's 84 days just to get
6 the quote. You know, if you think it takes a long time,
7 put what you think in, but let's not try and camouflage
8 how long it is by switching back and forth between
9 business and calendar.

10 MS. BUMGARNER: Clearly we're at impasse on
11 this. We believe that it requires more time to do
12 these, also requires more time when you're dealing with
13 multiple subcontractors to get their estimates and their
14 quotes for doing this type of work.

15 MS. STRAIN: Margaret, I have a question.

16 JUDGE RENDAHL: Ms. Strain.

17 MS. STRAIN: You have in the, I think it's
18 the third or fourth sentence down, it says, in instances
19 where administrative space is to be conditioned for
20 equipment used, Qwest will assess the cost, et cetera.
21 How is that different from cases where -- it's like
22 you're distinguishing instances where you're
23 reconditioning administrative space from other
24 instances, and how are they distinguishable, and does it
25 make a difference in who pays for it, or does it just

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1 make a difference in how it's done? I read the
2 paragraph and was not clear on that.

3 JUDGE RENDAHL: Maybe this is not the same
4 question you have, Ms. Strain, but if you're
5 reconditioning space, is that reconditioning
6 administrative space versus reclaiming space, is that
7 nonadministrative space, is that the distinction?

8 MS. BUMGARNER: Well, there are some that are
9 administrative space where, like I said, you have
10 carpets and water, that kind of thing. You may also
11 have, and I am thinking of one instance in Denver that
12 I'm familiar with, it was in the basement of the
13 building, had storage rooms and a variety of things. It
14 was not as extensive to go in and recondition that
15 space. You still had to deal with air conditioning and
16 heating and that kind of stuff, but you weren't tearing
17 out carpet and trying to also move employees. I mean
18 that's another issue that you get involved in is we may
19 have employees working in that space. We have to find
20 other space to move them to, so.

21 MS. STRAIN: Okay, but my question is, does
22 this paragraph only deal with situations where you're
23 reconditioning administrative space?

24 MS. BUMGARNER: No, it's reconditioning all
25 space.

01914

1 MS. STRAIN: Okay.

2 MS. BUMGARNER: And then I think that where
3 you're talking about in instances where administrative
4 space is to be conditioned -- oh, I get it, I see what
5 you're saying.

6 MS. STRAIN: Do you see what I'm saying? It
7 looks like you're distinguishing that from other
8 situations where you recondition space, and yet I can't
9 tell what you're distinguishing, why you're
10 distinguishing it and what's different.

11 MS. BUMGARNER: Thank you, I see what you're
12 saying now. We need to look at that, because it really
13 is the cost of reconditioning space is all space is
14 charged by the CLEC.

15 MS. STRAIN: Okay, so your intent is to
16 charge the CLEC for all the reconditioning cost of any
17 kind of space?

18 MS. BUMGARNER: Yes.

19 MS. HOPFENBECK: Can I ask one additional
20 question?

21 JUDGE RENDAHL: Ms. Hopfenbeck.

22 MS. HOPFENBECK: Ms. Bumgarner, do you --
23 does Qwest have -- is there some basis or some
24 experience that Qwest has had that led Qwest to include
25 the 60 business day interval in here for development of

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1 the proposal?

2 MS. BUMGARNER: I would have to ask that
3 question, ask the folks what their experience has been
4 on getting responses on these.

5 JUDGE RENDAHL: Is it fair to say then that
6 there is an impasse on basically the entire section due
7 to the cost being imposed in addition to the intervals
8 that are being proposed?

9 MR. WILSON: Yes.

10 JUDGE RENDAHL: Okay, let's move on. Do you
11 have another document?

12 MS. BUMGARNER: Yes.

13 JUDGE RENDAHL: Which will be marked as
14 Exhibit 450, and this is the revised SGAT Section
15 8.2.1.18.

16 MS. BUMGARNER: This Section 8.2.1.18, we
17 agreed to modify the language in this section in Oregon.
18 It deals with access to the buildings, and it was
19 requested that we indicate that Qwest personnel are also
20 subject to trespass violations if they're in the wrong
21 areas of the building as well, so we agreed to add the
22 sentence and reached agreement on this in Oregon.

23 JUDGE RENDAHL: Any comments, issues? Is
24 there general agreement?

25 MR. WILSON: Yes.

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1 JUDGE RENDAHL: Okay, we're in agreement,
2 let's move on.
3 MS. BUMGARNER: I would like --
4 MS. HOPFENBECK: Clarification, I assume this
5 change will be reflected throughout the region?
6 MS. BUMGARNER: Yes.
7 JUDGE RENDAHL: Meaning in all states?
8 MS. BUMGARNER: All states, yes. I would
9 like to make a comment, there was a comment by Covad in
10 Mr. Zulevic's testimony about 800 numbers, and I just
11 wanted to make you aware that we do, in fact, have 800
12 numbers for access issues. There's one 800 number that
13 the CLEC can call if they're having problems with an
14 access card. There's a different 800 number that they
15 can call which provides emergency access to buildings on
16 a 24 by 7 basis. That's the card doesn't work and
17 you're out there and you need access immediately,
18 there's a number you can call to have somebody
19 dispatched to give you access.
20 MR. HARLOW: Is that 24-7?
21 MS. BUMGARNER: Yes, and that was -- it may
22 have been offered longer, but the most recent letter
23 that I have seen was a June 2000 letter that was sent
24 out to all of the CLECs and addressed the security
25 access issues, and those 800 numbers were listed in

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1 there. And if you need me to get you a copy of that, I
2 can probably find that this evening.

3 JUDGE RENDAHL: Mr. Walker.

4 MR. HARLOW: I think we need to clarify this
5 issue a little bit.

6 MR. WALKER: Yes, we have just a couple of
7 issues here. One has to do with 24-7 access, emergency
8 access. And if there is, in fact, and I believe you're
9 right, that there is an 800 number now for access. It
10 does, however, require Qwest then to find somebody
11 dispatched on their -- down their call out list, et
12 cetera, et cetera, and it may be three to four to five
13 hours before anybody ever shows up to the site.

14 The other problem that you run into is when
15 your card does not work at a location, you call the 800
16 number, you hit a recorder. You may be three, four,
17 five days before you get a call back off of that
18 recorder, it's been our experience. So we have the
19 continuing concern regarding this and the problem with
20 access cards.

21 And I know it's not restricted to us. It's
22 also an issue that Qwest has with its own employees
23 sometimes, their cards just fail to work. So it's an
24 understandable situation, however, it's one that we need
25 a remedy on.

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1 You know, what we're looking for on that 800
2 number as far as card response is we need somebody on
3 the other end of that that can activate that card reader
4 or at least do a reset. Because that's exactly what
5 they do downstream, you know, three or four or five days
6 later, they go back and make sure that somebody is typed
7 in.

8 If the person is standing there and they pick
9 up their card, they have a number on the back of their
10 card, and that card identifies that individual or that
11 employee. The logical thing would be to simply ask them
12 what their Social Security Number is, because that is in
13 your data base, and you could verify the ownership of
14 that card along with that ID card number right here and
15 input it immediately.

16 MS. BUMGARNER: Okay, I will check up on
17 those.

18 MR. WALKER: I appreciate that, thank you.

19 MR. HARLOW: I guess it sounds like we are
20 aware of the number, and it doesn't address our concern.

21 MS. BUMGARNER: It wasn't clear in what
22 Mr. Zulevic indicated that we needed an 800 number.

23 MR. WALKER: No, I remember that coming out,
24 that there was one. There were a pair actually,
25 specifically an emergency 800 number that is pretty much

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1 universal across Qwest for anything emergency based.

2 JUDGE RENDAHL: But your concern at this --

3 MR. WALKER: The other one as far as access
4 problems is one that you go to a recorder, and when
5 somebody gets around to answering it and getting back to
6 you, it happens.

7 JUDGE RENDAHL: So your concern primarily is
8 the response time?

9 MR. WALKER: Yeah, the response time.

10 MR. HARLOW: What the person who answers the
11 800 number's capability is, and we're looking for the
12 capability to reset that card upon verification.

13 MR. WALKER: Where that comes into play is
14 not normally during the business day. If nothing else,
15 usually you can ring the bell or beat on the door and
16 somebody, if you have your ID card, will let you in.
17 What happens is in an off hour situation where we have
18 called somebody out because we have equipment down and
19 either need to isolate or effect a repair and we can't
20 get in.

21 JUDGE RENDAHL: That's not exactly, or maybe
22 it is, SGAT language.

23 MS. BUMGARNER: No.

24 JUDGE RENDAHL: But that's something that
25 you're willing, Ms. Bumgarner, to look into and report

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1 back on?

2 MS. BUMGARNER: I will.

3 JUDGE RENDAHL: Any other issues on 8.2.1.18,
4 or is everyone in agreement with the language?

5 Hearing nothing, I'm assuming it's agreement,
6 let's move on.

7 We have another document. This will be
8 marked as Exhibit 451. This is a two page document that
9 will be referred to as revised SGAT Section 8.2.1.23.

10 Ms. Bumgarner.

11 MS. BUMGARNER: This Section 8.2.1.23
12 addresses providing the connections between CLEC
13 collocation spaces, and I have also added subsections to
14 this be 8.2.1.23.1, and this is the CLEC to CLEC cross
15 connections at the ICDF, and I believe Excel made some
16 comments about what they referred to as Section 9.20.
17 Those were unofficial handouts at the previous
18 Washington workshop, the ones that we had left for
19 people to look at. And at that time, we had used that
20 numbering on it, and we have since thought that maybe it
21 fit better with this particular section, so that's where
22 it's addressed now.

23 So the first part really is talking about
24 providing CLEC to CLEC connections and between their
25 collocation spaces. The last part of this, the last

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1 sentence that we added to that section indicated that
2 CLECs could also do cross connections at the ICDF, and
3 then we have indicated the terms and conditions
4 associated with that. I believe this was a specific
5 question raised by ELI in Oregon and asking about
6 whether or not they could have tie cables to the ICDF to
7 make these connections, and so we have added this
8 section.

9 JUDGE RENDAHL: Any comments, questions?

10 MR. WILSON: Qwest, it seems that you have to
11 use the -- you're required to use the ICDF?

12 MS. BUMGARNER: No.

13 MR. WILSON: Where's the language that says
14 otherwise?

15 MS. BUMGARNER: The language that addresses
16 the CLEC to CLEC connections between their collocated
17 spaces, that's the beginning of that section, that we
18 will design and engineer the most efficient route and
19 the cable racking for connection between CLEC equipment
20 in its collocated spaces to the collocated equipment of
21 another CLEC located in the same Qwest premises or to
22 the CLEC's own non-contiguous space.

23 MR. WILSON: Okay, so my -- I guess it might
24 help if the last sentence in 8.2.1.23 said, CLEC to CLEC
25 cross connections may be made at an ICDF or something

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1 like that.

2 MS. BUMGARNER: Are also available?

3 MR. WILSON: Yeah, something like that.

4 MS. HOLIFIELD: Isn't that up above, CLEC may
5 make interconnections at the ICDF if desired?

6 MR. WILSON: Maybe, yeah.

7 JUDGE RENDAHL: So the proposal I heard was
8 on the last sentence to change it to read, CLEC to CLEC
9 cross connections are also available at an ICDF as
10 follows, and then Ms. Holifield noted that --

11 MS. BUMGARNER: Six lines up.

12 JUDGE RENDAHL: -- six lines up from that
13 last sentence, it states, the CLEC may perform such
14 interconnections at the ICDF if desired, and so I think
15 there's a question pending is do we need additional
16 language, or is it okay as written?

17 MR. WILSON: It's probably okay. I didn't
18 see that sentence earlier. It says CLEC may perform
19 such interconnections of the ICDF if desired.

20 JUDGE RENDAHL: Are there any other issues?

21 Ms. Hopfenbeck and then Mr. Kopta.

22 MS. HOPFENBECK: Ms. Bumgarner, do you have a
23 problem with inserting the term or other at this
24 sentence? This is I know you have incorporated some of
25 Tom Priday's suggestions here.

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1 MS. BUMGARNER: And I'm sorry, where were you
2 going to insert that?
3 MS. HOPFENBECK: It's with the sentence that
4 begins, CLEC may place its own fiber. It's right after
5 the highlighted section that has been crossed out.
6 MS. BUMGARNER: Okay.
7 MS. HOPFENBECK:
8 CLEC may place its own fiber coax,
9 copper cable or other connecting
10 facilities outside the actual physical
11 collocation space.
12 I was just looking if that's one of the
13 changes that WorldCom recommended to this section, I'm
14 wondering if Qwest had a problem --
15 MS. BUMGARNER: I'm sorry, will you please
16 read that again, CLEC may place its own fiber, coax,
17 copper cable, or other?
18 MS. HOPFENBECK: Or other connecting
19 facilities.
20 JUDGE RENDAHL: Ms. Hopfenbeck, what sorts of
21 other connecting facilities are you contemplating, or do
22 you have any --
23 MS. HOPFENBECK: Well, I'm looking at my
24 witness's testimony.
25 JUDGE RENDAHL: Okay.

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1 MS. HOPFENBECK: And it states that:
2 Interconnection methods should not be
3 limited to the use of coax, copper,
4 fiber, as set by this section and should
5 include any other technically feasible
6 means of interconnection.
7 And there is not a specification of what that
8 would be, but that does seem to seem reasonable in the
9 sense that if there are other technically feasible
10 means.

11 JUDGE RENDAHL: Mr. Cattanach, any thoughts?

12 MR. CATTANACH: Yeah, just a moment, Your
13 Honor. If I understand it, I mean it's dealing with
14 some potential for the future, don't know what it is,
15 and I think if we were to put copper cable or other
16 technically feasible connecting facilities.

17 MS. HOPFENBECK: That would be fine.

18 MR. CATTANACH: I mean I think that's kind of
19 what the law requires, so.

20 MS. HOPFENBECK: That's exactly what we would
21 like. Let me just ask you, would fiber in your view
22 incorporate all types of optical cross connections?

23 MR. CATTANACH: You want my view?

24 MS. HOPFENBECK: I'm looking at you, but I
25 actually want Ms. Bumgarner to answer.

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1 MS. BUMGARNER: I think for what we know
2 right now, yes.
3 MS. HOPFENBECK: But I think the change that
4 Mr. Cattnach suggested would be great.
5 JUDGE RENDAHL: And I am assuming since you
6 proposed it, it's fine with Qwest?
7 MS. BUMGARNER: Yes.
8 MR. WILSON: Could you repeat what he said?
9 MS. BUMGARNER: It's:
10 CLEC may place its own fiber, coax,
11 copper cable, or other technically
12 feasible connecting facilities outside
13 the actual physical collocation space.
14 MR. WILSON: That sounds fine. The way it
15 was currently in there, it said equipment, but that's
16 not right, but you changed that as well.
17 MS. FRIESEN: No.
18 MR. WILSON: Oh, okay.
19 JUDGE RENDAHL: I think Mr. Kopta had a
20 question, and then maybe we will go back to you,
21 Mr. Wilson.
22 MR. KOPTA: I don't want to interrupt if it's
23 about the same issue. I'm raising a different issue.
24 JUDGE RENDAHL: Why don't you go ahead,
25 Mr. Wilson.

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1 MR. WILSON: Well, we had the same list of --
2 we had the same list of copper coils and optical fiber
3 in place. We were looking at the second -- yes, there
4 is a -- just a few lines above it:

5 CLEC shall have access to designated
6 route and construct such connection
7 using copper, coax, or optical fiber
8 equipment.

9 And I suggest we change that in the same way
10 we changed the one below.

11 MS. HOPFENBECK: The suggestion that WorldCom
12 had at that point was to add the words, right after
13 optical fiber equipment, to add the words, or any other
14 technically feasible method.

15 MR. WILSON: I think I --

16 MS. HOPFENBECK: But I'm not sure that that
17 works now.

18 MR. WILSON: The word equipment is not -- it
19 should be facilities, not equipment. I guess that's my
20 point.

21 JUDGE RENDAHL: So, Mr. Wilson, you feel it
22 should be parallel language to what appears below?

23 MR. WILSON: Yeah.

24 JUDGE RENDAHL: Is there an objection to
25 doing that, Ms. Bumgarner?

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1 MS. BUMGARNER: I'm sorry, Ken, did you
2 suggest changing equipment to facilities; did I catch
3 that?

4 MR. WILSON: Yes, if we use Mr. Cattanach's
5 suggestion for the sentence below and in this sentence,
6 we capture both issues.

7 JUDGE RENDAHL: And I guess my question too
8 would be, do you need to use parallel language, because
9 you're specifying optical fiber equipment above and just
10 stating fiber below?

11 MS. HOPFENBECK: You still need or other
12 technically feasible too.

13 JUDGE RENDAHL: Right, but I'm just wondering
14 if there's a distinction there that doesn't need to be
15 there?

16 Let's be off the record for a moment.

17 (Discussion off the record.)

18 JUDGE RENDAHL: While we were off the record,
19 we had some clarification about the optical fiber versus
20 fiber. The parties don't feel it really makes a
21 difference.

22 But, Mr. Cattanach, you had a question for
23 Ms. Hopfenbeck about getting some information from
24 Mr. Priday, and, Ms. Hopfenbeck, you have agreed to get
25 that information to clarify this. Should we hold this

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1 over until tomorrow until we have a response from
2 Mr. Priday?

3 MR. CATTANACH: I would appreciate that if we
4 could do that, Your Honor.

5 JUDGE RENDAHL: Okay. Do we need to put the
6 entire section on hold at this point? Are there other
7 issues we can get into? Mr. Kopta had some questions,
8 let's start with you.

9 MR. KOPTA: Thank you, Your Honor. We had
10 raised a couple or actually three different concerns
11 with respect to this particular provision, and so I
12 guess I would like to go through those and get an
13 understanding of Qwest's position.

14 The first is in the first sentence. It
15 really focuses on the term most efficient, and our
16 concern is that most efficient may be a subjective term
17 in that for, number one, it's not -- it's not defined as
18 to what most efficient means. And number two, to the
19 CLECs that are involved, it may be that there are
20 different ways of being most efficient.

21 In one instance it may be that the CLEC
22 distance is an issue and it needs to have as short a
23 connection as possible, and in another instance distance
24 is not as critical and would much rather use existing
25 cable racking to the extent possible to keep expenses

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1 low.

2 So what we had proposed was that there be
3 some consultation with the CLEC to determine what the
4 most efficient routing is that Qwest would design and
5 that the default would be to use existing cable racking
6 to the extent possible. So I was just curious what
7 Qwest's reaction to that suggestion is.

8 MS. BUMGARNER: We're not willing to include
9 consultation with a CLEC. Primarily we're responsible
10 for these offices and the design of the offices. But
11 probably more than that, these intervals are getting
12 very short for us to respond with feasibilities and
13 quotes and the construction job, and so in trying to add
14 an additional step in there to come up with some kind of
15 a consultation process didn't seem to be a very good way
16 to go.

17 And I don't know whether or how I may state
18 it in here in terms of the most efficient route, that is
19 part of our decision making is to use existing cable
20 racking whenever we can. We don't want to go in and
21 clutter up the office and add more cable racking. It's
22 more costly, and we don't have the time to spend doing
23 that. So I mean that is part of our engineering effort
24 is to use existing cable racking.

25 I don't know if that needs to be stated or if

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1 just stating it on the record if it makes you feel
2 better about it. In our terms, that is the most
3 efficient way to go is to use existing cable racking.

4 MR. KOPTA: Well, let me ask this then. Is
5 there some way in the application process that a CLEC
6 could make known to Qwest a preference in terms of
7 wanting the shortest distance because distance is going
8 to be critical or expressly to state as part of the
9 application process that the CLEC wants Qwest to use
10 existing cable racking to the extent possible, some way
11 to communicate to Qwest so that Qwest doesn't go off and
12 do what it thinks is most efficient, and yet, when the
13 CLEC looks at the quote --

14 MS. BUMGARNER: I would hate to suggest
15 adding another box to this form. Everybody complains.
16 This form is huge and getting more complicated all the
17 time. There is space though for a CLEC to write notes
18 to Qwest about specific requests that they want to make,
19 so there is space provided on the form for the CLEC to
20 provide notes like that.

21 MR. KOPTA: At a minimum, we would request if
22 you wouldn't mind checking on that to see if there's
23 some way to at least incorporate that principle into
24 this language, that there would be an ability for the
25 CLEC to have some input into that process. If it's up

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1 front and part of the application, then there's some --
2 MS. BUMGARNER: Now when you say include that
3 in here, do you have a suggestion about a language
4 change for the SGAT or in like the instructions for
5 filling out the application form?

6 MR. KOPTA: Yeah.

7 MS. BUMGARNER: I don't know where is the
8 best place to put that.

9 MR. KOPTA: At this point, I mean we're going
10 to get to the section where it talks about the
11 application process, but at this point, if we could just
12 have some language that references the ability of a CLEC
13 to provide as part of the application, and we would be
14 glad to provide some specific language, now that I've
15 understood what your concerns are, we would be glad to
16 take that back and provide some language that at least
17 recognizes that Qwest will look at that sort of thing on
18 the application and consider that in designing the most
19 efficient route.

20 MS. BUMGARNER: So you will take that as a
21 takeback?

22 MR. KOPTA: We will do that.

23 MR. WILSON: And maybe a comment, there must
24 be some anticipated communication between Qwest and the
25 CLEC, because you're offering the option to use the

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1 ICDF, and if the ICDF wasn't on the official route, how
2 do I select that if there isn't some way to communicate
3 that choice?

4 MS. BUMGARNER: I'm not sure I followed that.

5 MR. WILSON: Well, in one place it says you
6 will pick the efficient route, and then down below it
7 says you have the option of using the ICDF. How do I
8 communicate that choice?

9 MS. BUMGARNER: Oh, I see what you're getting
10 at. This really was based on a question from ELI asking
11 if they had tie cables to the ICDF and another CLEC had
12 tie cables to the ICDF, would you let them, you know,
13 interconnect, and we do have that product available.
14 That is documented on the Web site and has been there
15 for a while.

16 MR. WILSON: And that's great, but what I'm
17 saying is it implies a communication from the CLEC to
18 Qwest about how the route goes, and you were just
19 explaining to Mr. Kopta that you didn't have the ability
20 quite to do that on the form, so I guess I'm puzzled.

21 MS. BUMGARNER: Well, I guess it's a little
22 different, because on the form, if you remember the
23 form, on the form, if Excel wants a tie cable to the
24 ICDF,
25 I mean they would clearly indicate that that's the frame

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1 that they're trying to get to with their tie cable. And
2 so then they would have the assignment information that
3 if now Covad is also there, the two of them would have
4 the assignment information to select that that's where
5 they wanted a jumper run.

6 But I think what Mr. Kopta is talking about
7 is if his space is on the third floor and he's trying to
8 get to the fifth floor, how does he give some input on
9 that.

10 MR. WILSON: So what you're saying is we
11 would use the existing boxes which allow a check mark
12 for ICDF?

13 MS. BUMGARNER: Right.

14 MR. KOPTA: The second issue, and it may have
15 been a misunderstanding on my part, was that it appeared
16 as though there was some opportunity for a CLEC to
17 construct or arrange to construct cable racking as part
18 of the initial physical collocation construction. And
19 the question that I had was, does that extend to
20 constructing cable racking to the extent it's necessary
21 to provide a CLEC to CLEC cross connection. So it may
22 be that I'm not clear on to what extent will Qwest allow
23 a CLEC to construct or arrange construction of its own
24 cable racking?

25 MS. BUMGARNER: I think you had referenced

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1 another section and thought that maybe it was -- that it
2 was talking about that. Actually, no, the construction
3 of the cable racking would be done by Qwest or Qwest's
4 vendors. As far as the CLEC, they would merely be
5 laying the facilities, the cable facilities, in that
6 racking between the collocation spaces. But the actual
7 construction of that cable racking would be Qwest.

8 MR. KOPTA: And that's true regardless of
9 when the cable racking is constructed, whether it's as
10 part of the initial physical collocation or as part of
11 the CLEC to CLEC cross connection?

12 MS. BUMGARNER: Right.

13 MR. KOPTA: The only other issue that we had
14 I think was just a concern generally over the ordering
15 process, but that will be discussed in connection with
16 Section 8.4.6. The only thing that I would raise at
17 this point is that, in this section, that we still have
18 that 8.4.6, which is where I understand CLEC to CLEC
19 ordering is, yet as we discussed earlier in remote
20 collocation, and I would look to the exhibit, it was
21 also a cross reference to Section 8.4.6, so one of them
22 is not right.

23 MS. BUMGARNER: Well, that's another one for
24 the future.

25 MR. KOPTA: Okay.

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1 MS. BUMGARNER: I will get to that.
2 MR. KOPTA: All right, yeah, it's Exhibit
3 319, which is section 8.1.1.8.
4 MS. BUMGARNER: Actually, the new numbering
5 on that is 8.4.7.
6 MR. KOPTA: Which one is 8.4.7?
7 MS. BUMGARNER: That's the ordering for the
8 CLEC to CLEC.
9 MR. KOPTA: Okay.
10 JUDGE RENDAHL: Okay, so Mr. Kopta's outlined
11 some of his concerns. Are there any other concerns with
12 this section?
13 Mr. Harlow.
14 MR. HARLOW: Yeah, we need some
15 clarification. This section appears to address one of
16 the concerns in Mr. Zulevic's testimony.
17 MS. BUMGARNER: Right.
18 MR. HARLOW: Beginning at line four, it says,
19 or to a CLEC's own non-contiguous collocation space
20 within the same Qwest premises, and that seems quite
21 clear that this applies to the kind of situation
22 described in now Section 8.2.1.10, that this provides
23 additional options for the CLECs to connect its own
24 non-contiguous collo space. But then some -- we get
25 some confusion with some of the qualifying language

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1 further down.

2 In the I guess it's the third line to the
3 bottom, well, the fourth line to the bottom says, and
4 may interconnect CLEC's own collocated space and/or
5 equipment, and then it's the parenthetical that causes
6 you to think maybe it's clarifying. It says i.e.,
7 CLEC's physical collocation and CLEC's virtual
8 collocation on the same premises, which implies that
9 it's limited to that type of interconnection, a physical
10 to a virtual. Did you possibly mean to use the term
11 e.g. rather than i.e.?

12 MS. BUMGARNER: I was going to say I think
13 it's an e.g. rather than i.e.

14 MR. HARLOW: Okay, so you'll change that?

15 MS. BUMGARNER: I can type that.

16 MR. HARLOW: And then moving down, that
17 change will help, but then Covad would like the ICDF
18 option to be available for a non-contiguous connection,
19 but 8.2.1.23.1.1 says that CLEC to CLEC cross connection
20 is defined as the CLEC's ability to order a cross
21 connection from its collocation in a Qwest wire center
22 to another CLEC's collocation within the same Qwest wire
23 center. So that seems to thereby eliminate the option
24 to use the ICDF for the CLEC to its own non-contiguous
25 collo space. Was that intentional?

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1 MS. BUMGARNER: No, I don't think that was
2 the intention of that section. It's like if you have --
3 you're talking about you have two non-contiguous spaces,
4 you've got tie cables from both of those going to an
5 ICDF, and you're looking at those, and so I mean that
6 was the intention was to allow that to happen at an
7 ICDF.
8 MR. HARLOW: Can we work up some insert there
9 to address that issue?
10 MS. BUMGARNER: Yes.
11 MR. HARLOW: For example, to another CLEC's
12 collocation, insert after that, or to non-adjacent
13 collocation spaces of a CLEC?
14 MS. BUMGARNER: Or a CLEC's or the CLEC's
15 non-adjacent collocation?
16 MR. HARLOW: There are different ways you
17 could do that.
18 MS. BUMGARNER: Okay.
19 JUDGE RENDAHL: So you're suggesting, or to
20 CLEC's non-adjacent collocation space?
21 MR. HARLOW: Yes.
22 JUDGE RENDAHL: Spaces.
23 MR. HARLOW: And then, of course, that's
24 modified by within the same wire center, which I think
25 makes it clear what we're talking about.

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1 MS. BUMGARNER: We can make that change.

2 JUDGE RENDAHL: You might also want to make
3 it's non-possessive or not a contraction but --

4 MR. WALKER: Your Honor, where this becomes a
5 problem is where you have multiple collocation sites,
6 not necessarily just in non-adjacent space. We may have
7 exhausted one DSLAM and we have ordered a second DSLAM
8 in the same area, and we need to tie those together for
9 management. Sometimes it is possible if there is an
10 ICDF to do a cross connect on the ICDF and simply tie
11 them together. Other times, it becomes necessary to run
12 cable between the two.

13 And we recognize, you know, that Qwest has a
14 need to, one, control what's in their cable racks and
15 the loading on those racks and also know what cable is
16 being run where, so I agree that, you know, Qwest should
17 design that. It's just it's something that's going to
18 become more and more prevalent in the industry as CLECs
19 grow in size, especially in cageless collocations,
20 physical cage or cageless physical collocations. I will
21 get it out one way or another.

22 JUDGE RENDAHL: Okay, does the change
23 proposed, Qwest, is that something you're willing to
24 make the change that Mr. Harlow discussed?

25 MS. BUMGARNER: Yes.

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1 JUDGE RENDAHL: And does that address your
2 concerns?

3 MR. WALKER: I think so.

4 MR. HARLOW: Yes.

5 JUDGE RENDAHL: Are there other issues that
6 we need to talk about on 8.2.1.23?

7 Mr. Menezes.

8 MR. MENEZES: I have just have one additional
9 comment in the very same sentence. Since this whole
10 review section has to do with cross connection at the
11 ICDF, I think that it would be helpful in the first line
12 of 8.2.1.23.1.1 before the parenthetical to add the
13 words, at the ICDF, so it reads, CLEC to CLEC cross
14 connection at the ICDF is defined as the CLEC's
15 capability, you know, not to be confused with other kind
16 of CLEC to CLEC cross connection.

17 JUDGE RENDAHL: Is that acceptable?

18 MS. BUMGARNER: Yes.

19 MR. HARLOW: I wonder if we should include a
20 cross reference in Section 8.2.1.10, which is Exhibit
21 446, that states, where adjoining space is not
22 available, Qwest will engineer a route for CLEC to
23 provide facilities between the non-adjoining CLEC
24 collocation spaces as part of the collocation order.

25 JUDGE RENDAHL: Can you repeat the exhibit

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1 number and the SGAT section?

2 MR. HARLOW: Exhibit 446, Section 8.2.1.10.

3 JUDGE RENDAHL: Given the hour, I'm going to
4 request that you provide that language to Qwest after we
5 break and bring it back in the morning.

6 Are there any other issues that we need to
7 talk about?

8 MR. HARLOW: Well, I think perhaps we need to
9 clarify before we embark on that, I'm sorry, whether or
10 not this is intended to be a separate provision or
11 whether Exhibit 451 puts some meat on the bones, if you
12 will, with regard to the procedures under -- as set
13 forth or under 446.

14 MR. CATTANACH: If I may.

15 JUDGE RENDAHL: Mr. Cattanach.

16 MR. CATTANACH: What you're suggesting is
17 that --

18 MR. HARLOW: I'm really asking, I guess,
19 whether they're totally separate provisions or whether
20 one, the latter one, Exhibit 451, implements 446.

21 MS. BUMGARNER: No, 446 was really to address
22 around collocation, that it's offered on a first come,
23 first serve basis, and then gets into like the space
24 denial queue and kind of the process around that. And
25 as a part of that, as things get changed in these

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1 workshops and we began to add things to this, Qwest
2 talked about that we would make contiguous space
3 available if we could. So it was kind of the process
4 around looking at the applications when they come in.

5 So I don't think it was really trying to
6 address the CLEC to CLEC connection part. Some of this
7 got added to try to keep clarifying more and more the
8 collocation application process, but I think what we
9 really tried to do was to go into more detail in this
10 8.2.1.23 around the CLEC to CLEC connections.

11 JUDGE RENDAHL: Does that help you,
12 Mr. Harlow?

13 MR. HARLOW: Why don't we take that back and
14 think about whether we do, in fact, see a need to have a
15 cross reference there.

16 MS. BUMGARNER: We just added stuff.

17 JUDGE RENDAHL: All right, then what I would
18 like is for Covad to take that back tonight, and we will
19 come back and continue with 8.2.1.23 in the morning and
20 see if we can conclude it when we come back first thing.

21 We will be off the record until 8:15. Thank
22 you all. See you tomorrow.

23 (Proceedings adjourned at 4:50 p.m.)

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